

IN THE MATTER between **HNT**, Applicant, and **DS**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

AND IN THE MATTER of a hearing before **Jerry Vanhantsaeme**, Rental Officer, regarding a rental premises located within the **town of Hay River in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

DS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 13, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: EN, representing the Applicant

Date of Decision: November 13, 2024

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of HNT as the Applicant/Landlord against DS as the Respondent/Tenant was filed by the Rental Office October 7, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was personally served on the Respondent on October 17, 2024.

The Applicant alleged the Respondent failed to pay the remainder of the security deposit, report household income, pay rent on time and in full, accumulated rental arrears, and caused damages to the rental premises. An order was sought for arrears, report household income, costs of repairs, unconditional termination of the tenancy agreement, and eviction.

A hearing was scheduled for November 13, 2024, by three-way teleconference. EN appeared representing the Applicant. The Respondent did not appear, nor did anyone on their behalf. The hearing proceeded in the Respondent's absence as provided for in subsection 80(2) of the *Residential Tenancies Act*. At the hearing, I reserved my decision for the Applicant to further review the evidence and testimony.

Tenancy agreement

Evidence provided establishing a month-to-month tenancy agreement between the parties for subsidized public housing starting July 2, 2024. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement was in place in accordance with the *Act*.

From this point forward the Applicant will be known as the Landlord and the Respondent as the Tenant.

Security deposit

Section 10 of the tenancy agreement the Tenant agreed to pay a security deposit of \$1,200.00 in two installments: the Tenant was to pay \$600.00 at the start of the tenancy and another \$600.00 within three months. An associated note dated July 2, 2024, indicated the first part of security deposit had been paid to the Landlord by the Government of the Northwest Territories, Department of Education, Culture and Employment.

The Landlord's representative testified at the hearing the Tenant had not paid the remainder of the security deposit. To support the claim, was a letter to the Tenant, associated notes and the lease balance statement showing the remaining \$600.00 was outstanding. I am satisfied that the Tenant owes \$600.00 to the Landlord for the remainder of their security deposit.

Arrears and reporting of house hold income

The lease balance statement entered into evidence represents the Landlord's accounting of the rent and payments received against the Tenant's rent account. The statement indicates since the start of the tenancy the Tenant has not made any payments towards rent. The statement also included damage charge and cleaning costs of \$417.89. Damages are not considered arrears. After removing the damage costs for damages and cleaning, the Tenant at the time of the application had accrued \$4,823.00 in rental arrears.

The statement also indicates at the time of the application the Tenant was charged maximum rent. The Landlord's representative testified there were multiple requests for the Tenant to report income and pay their rent to which there has been no response.

Section 6 of the written tenancy agreement specifies if/when the landlord asks, and in the form they ask the tenant is responsible for giving them a true report of the Tenant's income; the name and aged of all people listed in Schedule B and the income of other people 19 years and older listed in Schedule B. The tenancy agreement shows there are no other occupants of the rental premises.

Entered into evidence to support the claim are associated notes, payment statement, a letter to the Tenant regarding the need to report income for rent assessment purposes, and a rent calculation sheet showing no subsidy was given. The Landlord also provided and read into record the updated lease balance statement showing the Tenant continued to breach their obligation to report income and pay rent. The updated statement shows the arrears had increased to \$8,073.00.

I am satisfied the Tenant breached their obligation of section 6 of the tenancy agreement to report household income and due to non-reporting of income accrued rental arrears in the amount of \$8,073.00.

Damages and cleaning costs

The Landlord is claiming costs for damages and cleaning to the rental complex for the discharge of a fire extinguisher by a guest of the Tenant. To support the claim, entered into evidence were associated notes, letter to the Tenant, work orders, and invoices.

The Rental Officer reviewed the claim with the evidence provided to determine if the Tenant was responsible for the damages and cleaning and if the costs were reasonable.

Under subsection 42(1) of the *Act*, a tenant shall repair damages to the rental premises caused by their wilful or negligent conduct of the tenant or persons permitted on the premises by the tenant, and under subsection 42(3)(e) of the *Act*, where, on the application of a landlord, a rental officer determines that a tenant has breached the obligation imposed by this section, the rental officer may make an order (e) requiring the tenant to pay any reasonable expenses directly associated with the repair or action.

The following are the amounts claimed and my findings:

- **\$134.39 claimed and approved** - Replacement of discharged fire extinguisher. Associated notes indicate a guest of the Tenant grabbed and discharged the extinguisher. **Supported by evidence.**
- **\$283.50 claimed and approved** - Charge for clean-up of the discharged fire extinguisher. Associated notes indicate the Tenant was advised they would be charged for cleaning costs. **Supported by evidence.**

\$ 417.89	Approved costs
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I am satisfied the Landlord's claim for damages and cleaning are accurate.

Termination of the tenancy agreement and eviction

In light of the Tenant's failure pay their security deposit, report household income, repeated failure to pay rent in full and on time, the substantial rental arrears accumulated, and costs incurred for damages and cleaning of the rental complex, I am satisfied the Landlord's request for a non-conditional termination of the tenancy agreement and eviction are justified.

Orders

An order will be issued:

- requiring the Tenant to pay the remainder of their security deposit in the amount of \$600.00 (p. 14.2(2)(a));
- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$ 8,073.00 (p. 41(4)(a));
- requiring the Tenant to pay to the Landlord the cost of repairs and cleaning in the amount of \$417.89 (p. 42(3)(e)), p 45(4)(d));
- requiring the Tenant to comply with the obligation to report household income in accordance with paragraph 6 of the written tenancy agreement (p. 45(4)(a));
- terminate the tenancy agreement on December 15, 2024 (p. 41(4)(c), p. 45(4)(e)); and
- evicting the Tenant from the rental premises on December 16, 2024 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer