

IN THE MATTER between **Xia Zhao (Lynn) Huang**, Applicant, and **Jason Taylor**,  
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, **Adelle Guigon**, Deputy Rental Officer,  
regarding a rental premises located within the **city of Yellowknife in the Northwest  
Territories.**

BETWEEN:

**XIA ZHAO (LYNN) HUANG**

Applicant/Landlord

- and -

**JASON TAYLOR**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears in the amount of \$207.05 (two hundred seven dollars five cents).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent must compensate the applicant for the costs of repairs to the rental premises in the amount of \$2,397.11 (two thousand three hundred ninety-seven dollars eleven cents).

3. Pursuant to sections 42(3)(f) and 43(3)(d) of the *Residential Tenancies Act*, the tenancy agreement between the parties is terminated effective November 30, 2015.

DATED at the City of Yellowknife in the Northwest Territories this 14th day of December 2015.

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Adelle Guigon  
Deputy Rental Officer

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BETWEEN:

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**JASON TAYLOR**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>December 8, 2015</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>Lynn Huang, applicant Brad Good, representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>December 8, 2015</b>

### **REASONS FOR DECISION**

An application to a rental officer made by Xia Zhao (Lynn) Huang as the applicant/landlord against Jason Taylor as the respondent/tenant was filed by the Rental Office November 5, 2015. The application was made regarding a residential tenancy agreement for the rental premises known as #3, 5008 - 50 Street, in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on the respondent November 5, 2015.

The applicant alleged the respondent had repeatedly failed to pay the full amount of rent on time, caused damages to the rental premises, breached a non-smoking premises condition, disturbed other tenants' and the landlord's enjoyment and possession of the premises, and permitted illegal activities to occur in the premises. An order was sought for compensation, termination of the tenancy agreement and eviction. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for December 8, 2015, in Yellowknife, Northwest Territories. Ms. Lynn Huang and Mr. Brad Good appeared for the applicant. Mr. Jason Taylor was served with notice of the hearing by email deemed received November 21, 2015, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations). Mr. Taylor did not appear at hearing, nor did anyone appear on his behalf. The hearing proceeded in Mr. Taylor's absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

#### *Tenancy agreement*

The residential lease agreement entered into evidence establishes a tenancy agreement signed by the parties April 21, 2015. The rental premises was identified as 5008 - 50 Street in Yellowknife, Northwest Territories; the landlord confirmed the rental premises is comprised of rooms which are let out individually with shared kitchen and bathroom facilities. Mr. Taylor rented Room #3 at a rate of \$700 per month. The tenancy agreement indicated a commencement date of April 10<sup>th</sup>, but the landlord agreed that Mr. Taylor did not take occupancy of the rental premises until April 21<sup>st</sup>. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

*Rental arrears*

A proper rent ledger was not provided into evidence by the landlord, but copies of receipts issued to the respondent for payments received during the tenancy were provided. I am satisfied the receipts represent the totality of payments received against the respondent's rent account, including some payments for damages which I will address later.

The landlord agreed that rent for April should be prorated from the date the respondent moved into the premises and was calculated at hearing to \$207.09; rents for May through November were calculated to \$6,300, including two months during which a second room was rented by the respondent for his son. The total amount paid by the respondent specifically for rents over the course of the tenancy was \$5,600. With reference to the receipts from which these amounts are obtained, it is clear that the respondent has been repeatedly late paying the full amount of his rent when due throughout his tenancy. I find the respondent has accumulated rental arrears in the amount of \$907.09, calculated by subtracting the total amount of rent paid of \$5,600 from the total amount of rent to November 30<sup>th</sup> of \$6,507.09.

*Smoking in the rental premises*

Section 6 of the tenancy agreement specifies the rental premises has been designated as a smoke-free environment. The landlord testified to personally observing evidence of smoking within the rental premises, and received complaints from the other tenants of the rental premises identifying the respondent as the source of the smoking. The landlord had no reason to question the credibility of the other tenants because one has been a long-time tenant with whom they have had no previous issues and the other was a new tenant who only remained for a short period of time. I am satisfied the respondent and/or his guests were the source of the smoking within the rental premises and I find the respondent has failed to comply with his obligation not to smoke or permit others to smoke in the rental premises.

*Disturbances and damages*

The landlord testified that disturbance complaints began approximately six weeks after the respondent moved into the rental premises. The complaints were received not only from the other tenants occupying the premises, but also from the RCMP, who were repeatedly being called to the premises. Most of the disturbances involved not only the respondent but also his girlfriend and persons invited into the premises; alcohol and drug intoxication was a contributing factor to the behaviour. Attempts to resolve the issues were unsuccessful.

Damages which occurred during or as a result of the disturbances for which the respondent accepted responsibility by paying for repairs included: replacing an interior door at a cost of \$185 paid June 20<sup>th</sup>; replacing another interior door at a cost of \$200 paid September 19<sup>th</sup>; and \$100 was paid September 19<sup>th</sup> towards the cost of repairing a broken window valued at \$305.05. An invoice from All-West Glass was provided by the landlord in support of the cost to repair the window, totalling \$305.05.

Additional damages were noted and photographed in November for which the respondent was held accountable. Again, queries were made of the other remaining (long-term) tenant who confirmed the damages occurred as a result of the respondent's and the respondent's guests' behaviour. I have no reason to disbelieve this testimony and on a balance of probabilities, accepting the disruptive behaviour occurring during the respondent's residency as the respondent's responsibility, I am satisfied the respondent is liable for the following damages. Photographs of the damages were provided by the landlord. A written entry inspection report was also provided which indicated no issues or damages upon commencement of occupancy, other than a hole on the inside of the respondent's bedroom door for which no claim is being made by the landlord.

- Damaged window glass for which \$100 has already been paid, total replacement value as evidenced by provided All-West Glass invoice for \$305.05; remaining amount owing of \$205.05.
- Three interior doors had holes kicked into them from the outside (hallway side), requiring replacement valued at \$185 each for a total of \$555.
- Three holes in the walls of the respondent's room (#3) requiring repair, patching, and painting, estimated total cost valued at \$250.

- Wire-screened window and frame damaged when the respondent broke through it to gain entry to the premises, repair and replacement valued at \$1,387.06 as evidenced by All-West Glass quote provided by landlord.

I find the respondent liable for costs associated with repairing the above identified items in the total amount of \$2,397.11.

*Termination of the tenancy agreement and eviction*

The landlord testified that upon service of the application to a rental officer on the respondent, the respondent indicated his intention to vacate the rental premises by November 9<sup>th</sup>. On November 14<sup>th</sup>, the intoxicated respondent was discovered breaking into and sleeping in the rental premises by the other tenant, the RCMP (who had been called by the other tenant), and the landlord. At that incident, the respondent told the RCMP that he had been given 30 days to move out. As such, the RCMP did not have confirmation that the respondent's tenancy had been terminated and could not remove him from the premises. At and post-hearing, the landlord testified the respondent had not been seen or heard from since the November 14<sup>th</sup> incident and confirmed that the respondent appeared to have abandoned the rental premises as there were no personal belongings remaining there.

In light of the repeatedly late payment of rent, the repeated disturbances, and the recurring damages to the rental premises, I am satisfied termination of the tenancy agreement is justified effective November 30, 2015. As it appears the respondent has abandoned the rental premises, an eviction order is not necessary.

*Security deposit*

The security deposit of \$700 was made in full on May 29<sup>th</sup>, as evidenced by the receipts provided by and confirmed by the landlord. Interest calculated on the security deposit to November 30<sup>th</sup> equals \$0.04. It seems appropriate to me to permit the landlord to retain the security deposit of \$700.04 against the previously established rental arrears of \$907.09. I find the respondent has remaining rental arrears amounting to \$207.05.

*Orders*

An order will issue requiring Mr. Jason Taylor to pay rental arrears in the amount of \$207.05; to compensate the applicant for repairs in the total amount of \$2,397.11; and terminating the tenancy agreement effective November 30, 2015.

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Adelle Guigon  
Deputy Rental Officer



APPENDIX A

Exhibits

Exhibit 1: Residential lease agreement dated April 10, 2015

Exhibit 2: Entry inspection report signed April 12 and 21, 2015

Exhibit 3: All-west Glass invoice dated September 25, 2015

Exhibit 4: Set of 14 receipts for monies received from respondent dated from May 20 to October 16, 2015

Exhibit 5: Set of 9 photographs

Exhibit 6: Email from Brad Good dated December 9, 2015

Exhibit 7: All-West Glass quote #YK0009102