

IN THE MATTER between **NTHC**, Applicant, and **GN**, 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**, Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

GN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 22, 2016

Place of the Hearing: Fort McPherson, Northwest Territories

Appearances at Hearing: EF, representing the applicant
DF, representing the applicant
GN, respondent

Date of Decision: November 22, 2016

REASONS FOR DECISION

An application to a rental officer made by FMHA on behalf of the NTHC as the applicant/landlord against GN as the respondent/tenant was filed by the Rental Office August 30, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premise located in Fort McPherson, Northwest Territories. The applicant sent a copy of the filed application to the respondent by registered mail deemed served September 15, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act).

The applicant alleged the respondent had repeatedly failed to pay rent, had accumulated rental arrears, and had caused damages to the rental premises. An order was sought for payment of the rental arrears, payment of costs for repairs, termination of the tenancy agreement, eviction, and compensation for use and occupation of the rental premises.

A hearing was scheduled for November 22, 2016, in Fort McPherson, Northwest Territories. The rental officer appeared by telephone. Ms. EF and Ms. DF appeared representing the applicant. Mr. GN appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing December 1, 2014. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

Rental arrears

The parties agreed and evidence was presented establishing that the respondent had accumulated rental arrears. All rents have been subsidized based on reported household income. I am satisfied the respondent has been repeatedly late paying rent. I find the respondent has accumulated rental arrears in the amount of \$230.

Repairs

The parties agreed and evidence was presented establishing the respondent's liability for damages caused to the rental premises between April 2015 and February 2016. The total costs for repairs of the damages amounts to \$824.81, of which all except \$15.81 have been paid by the respondent. I am satisfied the respondent has caused damages to the rental premises. I find the respondent liable for the remaining costs for repairs in the amount of \$15.81.

Termination of the tenancy agreement and eviction

In light primarily of the respondent's repeated failure to pay his rent, I am satisfied termination of the tenancy agreement and eviction conditional on the respondent paying his arrears in full and his rents on time is justified.

Orders

An order will issue: requiring the respondent to pay rental arrears in the amount of \$230; requiring the respondent to pay his rent on time in the future; requiring the respondent to pay costs for repairs in the amount of \$15.81; terminating the tenancy agreement February 28, 2017, unless the rental arrears and costs for repairs are paid in full and the rents for December, January, and February are paid on time; and evicting the respondent from the rental premises if the termination of the tenancy becomes effective.

Adelle Guigon
Rental Officer