

IN THE MATTER between **NTHC**, Applicant, and **PK and AK**, Respondents.

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-

**PK and AK**

Respondents/Tenants

**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

**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 PK and AK as the respondents/tenants was filed by the Rental Office August 30, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Fort McPherson, Northwest Territories. The applicant sent a copy of the filed application to the respondents by registered mail deemed served September 15, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act).

The applicant alleged the respondents 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.

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. PK and Ms. AK were served notices of the hearing by registered mail signed for November 8, 2016. Neither of the respondents appeared at hearing, nor did anyone appear on their behalf. The hearing proceeded in the respondents' absence pursuant to section 80(2) of the Act.

*Tenancy agreement*

The applicant's representatives testified and provided evidence establishing a residential tenancy agreement between the parties for subsidized public housing commencing December 1, 2011. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

### *Rental arrears*

The lease balance statement and tenant ledger card entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respondents' rent account. All rents have been assessed subsidies based on reported household income. The last payment made against the rent account was recorded November 9, 2016, for \$20.

I am satisfied the statement and ledger accurately reflect the current status of the respondents' rent account. I am satisfied the respondents have been repeatedly late paying their rent. I find the respondents have accumulated rental arrears in the amount of \$150.05.

### *Repairs*

The applicant's representatives provided work orders and invoices into evidence for damages to the rental premises consisting of a broken toilet, three broken windows (glass), three broken exterior door knobs, and one broken interior door knob. The damages occurred between July 2015 and August 2016. The total costs for repairs of these damages amounts to \$1,144.55. The respondents have made payments against the costs for repairs over time totalling \$686.66, leaving a balance owing of \$457.89.

I am satisfied the damages claimed by the applicant are the respondents' responsibility. I find the respondents liable to the applicant for the remaining costs for repairs in the amount of \$457.89.

### *Termination of the tenancy agreement and eviction*

In light of the respondents' repeated failure to pay their rent, I am satisfied – with the applicant's representatives agreement – that the termination of the tenancy agreement and eviction conditional on the respondents paying the rental arrears and costs for repairs in full and their rents on time is justified.

*Orders*

An order will issue: requiring the respondents to pay rental arrears in the amount of \$150.05; requiring the respondents to pay their future rent on time; requiring the respondents to pay costs for repairs in the amount of \$457.89; 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 respondents from the rental premises March 1, 2017, if the termination of the tenancy comes into effect.

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Adelle Guigon  
Rental Officer