

IN THE MATTER between **NTHC**, Applicant, and **AB**, 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-

**AB**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 3, 2016

**Place of the Hearing:** Deline, Northwest Territories

**Appearances at Hearing:** LB, representing the applicant

**Date of Decision:** November 3, 2016

**REASONS FOR DECISION**

An application to a rental officer made by DHA on behalf of the NTHC as the applicant/landlord against AB 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 premises located in Deline, Northwest Territories. The applicant personally served a copy of the filed application on the respondent September 21, 2016.

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

A hearing was scheduled for November 3, 2016, in Deline, Northwest Territories. The rental officer appeared by telephone. LB appeared representing the applicant. AB was served notice of the hearing by registered mail signed for October 13, 2016. The respondent did not appear at the hearing, nor did anyone appear on the respondent's behalf. The hearing proceeded in the respondent's absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

*Tenancy agreement*

The applicant's representative testified and provided evidence establishing a residential tenancy agreement between the parties for subsidized public housing commencing April 1, 2012. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

*Rental arrears*

The lease balance statements entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respondent's rent account. I am satisfied the statements accurately reflect the current status of the respondent's rent account. I am satisfied the respondent has been repeatedly late paying rent. I find the respondent has accumulated rental arrears in the amount of \$200.

### *Repairs*

The applicant provided as part of the application invoices and work orders in support of the applicant's claim of costs for the repair of the following items:

Repairing the exterior door jamb, adjusting the exterior door, and mudding damaged drywall	\$696.96
Replacing casing around doors and windows, and repairing interior doors and jambs	\$420.48
Replacing kitchen cabinet door knobs, adjusting kitchen cabinet doors, replacing kitchen cabinet door hinges, repairing bathroom counter top, and caulking the tub surround and bathroom counter top	\$481.80
Sub-total	\$1,599.24
10% Admin Fee	\$159.92
<b>Total</b>	<b>\$1,759.16</b>

The above work was completed in May 2016 after an inspection of the premises conducted and a condition rating report was prepared. Subsequent to the hearing, the applicant's representative provided an entry inspection report and the condition rating report.

The reports support the landlord's claims for repairs to the exterior door, drywall, casings, and interior doors. I find the respondent liable to the applicant for costs for those repairs in the amount of \$1,117.44, plus the 10 percent admin fee.

Work order number RM081122 references the third set of costs claimed in the above table and includes not only labour for that work but also costs for two "lock passage" sets (door knobs with locks) in the amount of \$41.70 and for two "toilet - plastic flex water supply tube 3/8" x

20" in the amount of \$19.62. The unit condition rating report makes no reference to any damages to the kitchen cabinets, the bathroom tub surround, the toilet, or any damaged lock sets. The unit condition rating report does support damages to the bathroom counter top. I am satisfied respondent is liable for costs to repair the bathroom counter top. I am not satisfied the respondent is liable for the remaining costs claimed. As those costs under work order RM081122 are not listed by job performed, I will grant, using simple math, 20 percent of the total labour costs claimed as compensation for the repair of the bathroom counter top amounting to \$84.10, plus the 10 percent admin fee. The total costs for repairs allowed are as follows:

Repairing the exterior door jamb, adjusting the exterior door, and mudding damaged drywall	\$696.96
Replacing casing around doors and windows, and repairing interior doors and jambs	\$420.48
Repairing bathroom counter top	\$84.10
Sub-total	\$1,201.54
10% Admin Fee	\$120.15
<b>Total</b>	<b><u>\$1,321.69</u></b>

*Termination of the tenancy agreement and eviction*

In light of the respondent's repeated failure to make any effort to resolve the claim for repairs, the respondent's repeated failure to pay rent, and the amount of accumulated rental arrears, I am satisfied termination of the tenancy agreement and eviction, conditional on the payment of rental arrears and costs of repairs in full, and payment of rents on time, is justified and appropriate under the circumstances.

*Orders*

An order will issue: requiring the respondent to pay rental arrears in the amount of \$200; requiring the respondent to pay future rent on time; requiring the respondent to pay costs for repairs in the amount of \$1,321.69; 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; evicting the respondent from the rental premises March 1, 2017, if the termination of the tenancy comes into effect.

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Adelle Guigon  
Rental Officer