

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

CM

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	February 9, 2017
<u>Place of the Hearing:</u>	Lutselk'e, Northwest Territories
<u>Appearances at Hearing:</u>	MRC, representing the applicant
<u>Date of Decision:</u>	February 9, 2017

REASONS FOR DECISION

An application to a rental officer made by LKHA on behalf of the NTHC as the applicant/landlord against CM and JD 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 Lutselk'e, Northwest Territories. The applicant served the filed application on the respondents by registered mail signed for October 7, 2016.

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 rental arrears, payment of future rent on time, and payment of costs for repairs.

A hearing was scheduled for February 9, 2017, in Lutselk'e, Northwest Territories. The rental officer appeared by telephone. MRC appeared representing the applicant. CM and JD were served notices of the hearing by registered mail signed for by January 27, 2017. Neither of the respondents appeared at the hearing, nor did anyone appear on their behalf. The hearing proceeded in their 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 for subsidized public housing between the applicant and CM commencing April 1, 2013. I am satisfied a valid tenancy agreement is in place between the applicant and CM in accordance with the Act.

The applicant's representative clarified that JD had occupied the rental premises with CM but recently moved to Yellowknife to live at Avens Centre. The applicant requested an amendment to the application to withdraw JD as a respondent. The requested amendment was granted and the style of cause going forward will identify CM as the sole respondent/tenant.

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. All rents have been subsidized based on reported household income and are currently assessed at \$70 per month. Although the rents since October 2016 have been paid in full and on time, the prior rent payments have been inconsistent.

I am satisfied the lease balance statements accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay his rent in full and on time and has accumulated rental arrears in the amount of \$350.

Damages

The applicant's representative testified and provided evidence supporting claims for costs of repairing a broken window. The amount claimed is only for labour as the applicant was able to replace the window with existing stock from another unit which is currently not being used.

I am satisfied the broken window is the respondent's responsibility. I find the respondent liable to the applicant for costs to repair the broken window in the amount of \$59.31.

Orders

An order will issue: requiring the respondent to pay rental arrears in the amount of \$350; requiring the respondent to pay his rent on time in the future; and requiring the respondent to pay costs for repairs in the amount of \$59.31.

Adelle Guigon
Rental Officer