

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

JG

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 9, 2017

Place of the Hearing: Fort Providence, Northwest Territories

Appearances at Hearing: AG, representing the applicant
JG, respondent

Date of Decision: February 9, 2017

REASONS FOR DECISION

An application to a rental officer made by FPHA on behalf of the NTHC as the applicant/landlord against JG as the respondent/tenant was filed by the Rental Office September 26, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Fort Providence, Northwest Territories. The applicant served the filed application on the respondent by registered mail signed for October 7, 2016.

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 rental arrears, payment of costs for repairs, that future rent be paid on time, and for termination of the tenancy agreement.

A hearing was scheduled for February 9, 2017, in Fort Providence, Northwest Territories. The rental officer appeared by telephone. AG appeared representing the applicant. JG appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing August 1, 2014. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the *Residential Tenancies Act* (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. All rents have been subsidized based on reported household income and are currently assessed at \$75 per month.

All rents since July 2015 except for September and November 2015 and May 2016 were paid in full and on time. The current rental arrears of \$118 represent \$43 of the November 2015 rent and the full \$75 of the May 2016 rent. The respondent did not dispute the accuracy of the landlord's accounting and accepted responsibility for the rental arrears debt.

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 her rent and has accumulated rental arrears in the amount of \$118.

Repairs

The applicant's representative claimed remaining costs of repairs in the amount of \$83.17. Evidence was presented establishing that windows were broken in the rental premises in February 2016 for which costs for repairs were assessed at \$1,212.42. The parties agreed that these damages were caused by another individual who was residing with the respondent at the time. That individual moved out in October 2016 but has been making payments towards those costs of repairs to the point that only \$45.95 remains owing for them. The respondent accepted responsibility as the named tenant to the tenancy agreement under the circumstances.

The \$37.22 difference claimed by the applicant is for boarding up a broken window on February 3, 2017. The respondent testified the individual who was previously living with her was not permitted into the premises and kicked the window in; this incident was reported to the police. Additionally, the applicant did not provide any supporting evidence for this particular damage. As such, the claim for \$37.22 was denied as there was insufficient evidence to support that the respondent was responsible for the damage.

I find the respondent liable to the applicant for remaining costs of repairs in the amount of \$45.95.

Termination of the tenancy agreement and eviction

Although the respondent has a history of failing to pay her rent, that history is largely dated and she has successfully reduced her rental arrears. Additionally, while the claimed damages have occurred during her tenancy, there is agreement that they have actually been caused by a party no longer residing with the respondent, and that person has successfully reduced the amount of arrears for costs of repairs to a minimal amount. In all, I am satisfied that the respondent has made reasonable and successful efforts to resolve the issues arising under her tenancy and I am not satisfied that termination of the tenancy agreement and eviction are justified under the circumstances. The applicant's request for termination and eviction is denied.

Orders

an order will issue: requiring the respondent to pay rental arrears in the amount of \$118; requiring the respondent to pay remaining costs for repairs in the amount of \$45.95; requiring the respondent to pay her rent on time in the future; and requiring the respondent to comply with her obligation not to cause damages or permit others to cause damage, and not cause further damage to the rental premises.

Adelle Guigon
Rental Officer