

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

JO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 12, 2017

Place of the Hearing: Ulukhaktok, Northwest Territories

Appearances at Hearing: FG, representing the applicant
SJ, representing the applicant
JO, respondent

Date of Decision: April 12, 2017

REASONS FOR DECISION

An application to a rental officer made by UHA on behalf of the NTHC as the applicant/landlord against JO as the respondent/tenant was filed by the Rental Office November 25, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Ulukhaktok, Northwest Territories. The applicant served the filed application on the respondent by registered mail signed for January 13, 2017.

The applicant alleged the respondent had repeatedly failed to pay rent in full, had accumulated rental arrears, and had caused damages to the rental premises. An order was sought for payment of rental arrears, that future rent be paid on time, for payment of costs for repairs, termination of the tenancy agreement, and eviction.

A hearing was scheduled for April 12, 2017, in Ulukhaktok, Northwest Territories. FG and SJ appeared representing the applicant. JO appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing February 7, 2012. I am satisfied a valid tenancy agreement is in place 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 \$70 per month. The last five payments received against the rent account were recorded: March 1, 2017, in the amount of \$70; January 31, 2017, in the amount of \$120; December 28, 2016, in the amount of \$120; and November 30, 2016, in the amount of \$120; and July 27, 2016, in the amount of \$120.

The respondent did not dispute the accuracy of the landlord's accounting, accepting responsibility for the debt and acknowledging his failure to comply with his obligation to pay the full amount of rent when due.

I am satisfied the lease balance statement accurately reflects the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay the full amount of his rent when due and has accumulated rental arrears in the amount of \$988.

Damages

The applicant's representative testified and provided evidence establishing damages occurring during the tenancy consisting of: a broken smoke alarm, a broken door jamb, broken kitchen cabinets, a hole in a wall, three broken window levers, one missing smoke alarm, and three broken interior doors. The total costs claimed to repair these damages amounted to \$2,636.60 of which \$613.19 has been paid; the remaining outstanding amount is \$2,023.41.

The respondent did not dispute the claimed damages were his responsibility to repair and accepted responsibility for the costs associated with effecting the necessary repairs.

I am satisfied the claimed damages are the respondent's responsibility to repair. I find the respondent liable to the applicant for the remaining costs to repair the damages in the amount of \$2,023.41.

Termination of the tenancy agreement and eviction

In consideration of the respondent's repeatedly failure to pay his rent and the substantial amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement between the parties, the termination and eviction will be conditional on the respondent paying at least \$200 towards the rental arrears by July 31, 2017, and paying his future rent on time.

Orders

An order will issue: requiring the respondent to pay rental arrears in the amount of \$988; requiring the respondent to pay his future rent on time; requiring the respondent to pay costs of repairs in the amount of \$2,023.41; terminating the tenancy agreement July 31, 2017, unless at least \$200 is paid towards the rental arrears and the rents for May, June, and July are paid on time; and evicting the respondent from the rental premises August 1, 2017, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer