

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

CJ

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
CJ, 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 CJ 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, 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. CJ appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing May 16, 2013. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Prior tenancy

Evidence was presented regarding a joint tenancy agreement which ended approximately January 31, 2013, and rental arrears and costs for repairs related to that joint tenancy agreement. Having ended January 31, 2013, an application for payment of arrears/costs under that tenancy must have been made prior to July 31, 2013, pursuant to section 68 of the Act. No reasonable explanation was offered for why this was not done. I was not satisfied it would be fair or appropriate to grant an extension to the time for making an application with regard to the prior joint tenancy agreement. Therefore, all arrears and/or costs for repairs accumulated under the prior joint tenancy agreement were not considered at the current hearing.

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. There are several months during the tenancy when no payments were received against the account, the most recent period being between October 2016 and February 2017.

The respondent did not dispute the accuracy of the landlord's accounting and accepted responsibility for the debt accumulated under her sole tenancy agreement, acknowledging her failure to comply with her obligation to pay the full amount of rent when due. The respondent offered a commitment to pay \$200 per month towards the rental arrears in addition to the monthly assessed rent. The applicant's representative was agreeable to imposing a minimum monthly installment plan into an order to pay the rental arrears.

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 the full amount of rent when due and has accumulated rental arrears in the amount of \$2,465.

Damages

The parties agreed and evidence was presented establishing the respondent's responsibility for removing one bedroom door from its hinges and damaging an exterior door knob. The total cost of repairing these two items amounted to \$162.98 of which \$105.04 has been paid. The outstanding amount for the costs of repairs is \$57.94.

The respondent did not dispute the claim for damages, accepting responsibility for the costs of repairs.

I am satisfied the respondent is responsible for the claimed damages. I find the respondent has failed to comply with her obligation to pay for the costs of repairs and find the respondent liable to the applicant for the remaining costs of repairs in the amount of \$57.94.

Termination of the tenancy agreement and eviction

In consideration of the respondent's repeated failure to pay her rent and the substantial amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with both parties, the termination and eviction will be conditional on the respondent paying the minimum monthly installments and rents on time.

Orders

An order will issue: requiring the respondent to pay rental arrears in the amount of \$2,465 in minimum monthly installments of \$200 starting in May 2017 and each month thereafter until the rental arrears are paid in full; requiring the respondent to pay her future rent on time; requiring the respondent to pay costs for repairs in the amount of \$57.94; terminating the tenancy agreement July 31, 2017, unless the minimum monthly installments and 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