

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

DN

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
DN, 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 DN 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 filed application was served on the respondent by registered mail signed for January 12, 2017.

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

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

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing January 12, 2010. The tenancy agreement ended August 31, 2016. I am satisfied a valid tenancy agreement was 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 received against the respondent's rent account. All rents were subsidized.

The respondent did not dispute either the accuracy of the landlord's accounting or the amount of rental arrears claimed, acknowledging and accepting responsibility for the debt.

I am satisfied the lease balance statements accurately reflect the current status of the respondent's rent account. I find the respondent has accumulated rental arrears in the amount of \$378.30.

Damages

The parties agreed and evidence was presented establishing damages which occurred to the rental premises during the respondent's tenancy. The damages consisted of one broken exterior door and door jamb from October 2015, and one broken porch door jamb, broken kitchen cupboard doors, and holes in the walls throughout the premises identified at the end of the tenancy.

The respondent agreed the damages were his responsibility and he acknowledged the outstanding costs of repairs.

I find the respondent failed to comply with his obligation to repair damages to the rental premises. I find the respondent liable to the applicant for the costs of repairs in the remaining outstanding amount of \$2,201.94.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$378.30; and
- requiring the respondent to pay costs of repairs in the amount of \$2,201.94.

Adelle Guigon
Rental Officer