

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

EK

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
EK, respondent
HK, for the 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 EK 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 13, 2017.

The applicant alleged the respondent had repeatedly failed to pay the full amount of rent when due, had accumulated rental arrears, and had outstanding arrears for repairs to the rental premises. An order was sought for payment of the rental arrears, payment of future rent on time, payment of the outstanding arrears for repairs, termination of the tenancy agreement, and eviction. The requests for termination of the tenancy agreement and eviction were withdrawn by the applicant's representatives at hearing.

A hearing was scheduled for April 12, 2017, in Ulukhaktok, Northwest Territories. FG and SJ appeared representing the applicant. EK appeared as respondent. HK appeared in support of the respondent and to provide Innuinaqtun interpretation for the respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing April 1, 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 and are currently assessed at \$325 per month. Although payments have been received in nearly every month, insufficient payments were received in seven of the last 15 months.

The respondent did not dispute either the landlord's accounting or the amount of rental arrears claimed, acknowledging and accepting responsibility for the debt. A commitment to pay at least \$500 per month was reinforced, and with the support of her children the respondent promised to honour that commitment.

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 \$1,705.78.

Repairs

The parties agreed and evidence was presented establishing damages that occurred in November 2013 and February 2015 as the respondent's responsibility to pay for repairs. The damages consisted of a broken exterior door (2013) and a broken living room window (2015).

The respondent acknowledged her responsibility for the claimed damages and accepted responsibility for the outstanding costs of repairs.

I am satisfied the respondent is responsible for the claimed damages. I find the respondent liable to the applicant for the outstanding costs of repairs in the amount of \$300.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$1,705.78;
- requiring the respondent to pay her rent on time in the future; and
- requiring the respondent to pay outstanding costs of repairs in the amount of \$300.

Adelle Guigon
Rental Officer