

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

JD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 6, 2017

Place of the Hearing: Fort Smith, Northwest Territories

Appearances at Hearing: CS, representing the applicant

Date of Decision: July 6, 2017

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against JD as the respondent/tenant was filed by the Rental Office April 12, 2017. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was served on the respondent by registered mail signed for April 25, 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 the rental arrears, payment of costs for repairs, termination of the tenancy agreement, and eviction.

A hearing was scheduled for July 6, 2017, in Fort Smith, Northwest Territories. The Rental Officer appeared by telephone. CS appeared representing the applicant. JD was sent notice of the hearing by registered mail deemed served June 21, 2017, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). The respondent did not appear at the hearing, nor did anyone appear on his behalf. The hearing proceeded in the respondent's absence pursuant to section 80(2) of the Act.

Tenancy agreement

The applicant's representative testified and provided evidence establishing a residential tenancy agreement between the parties for subsidized public housing commencing August 16, 2013. I am satisfied a valid tenancy agreement is in place in accordance with 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 have been subsidized and are currently assessed at \$80 per month. The last three payments received against the rent account were recorded: March 25, 2017, in the amount of \$180; February 11, 2017, in the amount of \$180; and September 16, 2016, in the amount of \$100.

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 his rent and has accumulated rental arrears in the amount of \$520.

Damages

The applicant's representative testified and provided evidence in support of the applicant's claim for costs related to replacing a broken key in September 2016 in the amount of \$40 and costs related to repairing an exterior door to the rental premises in October 2016 in the amount of \$76.50. No payments have been received against this charges.

I am satisfied the respondent is responsible for the claimed damages. I find the respondent liable to the applicant for costs associated with repairing the claimed damages in the total amount of \$116.50.

Termination of the tenancy agreement and eviction

In light of the respondent's repeated 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 with the applicant's representative, the termination and eviction will be conditional on the respondent paying the rental arrears in full and paying his future rent on time.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$520;
- requiring the respondent to pay his future rent on time;
- requiring the respondent to pay costs of repairs in the amount of \$116.50;
- terminating the tenancy agreement October 31, 2017, unless the rental arrears are paid in full and the rents for August, September, and October are paid on time; and
- evicting the respondent from the rental premises November 1, 2017, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer