

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

PH

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 7, 2017

Place of the Hearing: Hay River, Northwest Territories

Appearances at Hearing: AS, representing the applicant
PH, respondent

Date of Decision: June 7, 2017

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the applicant/landlord against PH as the respondent/tenant was filed by the Rental Office April 19, 2017. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was personally served on the respondent April 27, 2017.

The applicant alleged the respondent had repeatedly failed to pay rent, had caused damages to the rental premises, and had accumulated rental arrears. 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 June 7, 2017, in Hay River. The Rental Officer appeared by telephone. AS appeared representing the applicant. PH appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing under the Homeownership Entry Level Program (HELP) commencing August 1, 2016. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The statements of account, lease balance statements, and client aged details (documents) 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 under the HELP guidelines and are currently assessed at \$400 per month. The last payment received against the rent account was recorded February 2, 2017, in the amount of \$400.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging her debt and taking responsibility for it.

I am satisfied the documents accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay her rent and has accumulated rental arrears in the amount of \$2,750.

Damages

The parties agreed that the respondent was responsible for damages caused to the exterior door, casing, and jamb which occurred in July 2016. The total costs to repair the exterior door and jamb and replace the casing amounted to \$217.30. The respondent has paid \$100 towards those costs to date. There was no dispute between the parties with respect to the outstanding amount of \$117.30 claimed.

I am satisfied the respondent is responsible for the claimed damages. I find the respondent liable to the applicant for the remaining costs of repairs in the amount of \$117.30.

Termination of the tenancy agreement and eviction

At hearing, the applicant's representative withdrew the applicant's request for an order for termination of the tenancy agreement and eviction.

Order

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$2,750;
- requiring the respondent to pay her rent on time in the future; and
- requiring the respondent to pay for costs of repairs in the amount of \$117.30.

Adelle Guigon
Rental Officer