

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

HFJ

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 27, 2017

Place of the Hearing: Tuktoyaktuk, Northwest Territories

Appearances at Hearing: LP, representing the applicant
HFJ, respondent

Date of Decision: July 27, 2017

REASONS FOR DECISION

An application to a rental officer made by THA on behalf of the NTHC as the applicant/landlord against HFJ as the respondent/tenant was filed by the Rental Office May 10, 2017. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Tuktoyaktuk, Northwest Territories. The filed application was personally served on the respondent May 18, 2017.

The applicant alleged the respondent had repeatedly failed to pay rent on time, had caused damages to the rental premises, and had failed to maintain the ordinary cleanliness of the rental premises. An order was sought for payment of rental arrears, payment of costs for repairs, and termination of the tenancy agreement.

A hearing was scheduled for July 27, 2017, in Tuktoyaktuk, Northwest Territories. The Rental Officer appeared by telephone. LP appeared representing the applicant. HFJ 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 4, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The lease ledgers entered into evidence represent the landlord's accounting of assessed monthly rent and payments received against the respondent's rent account. All rents have been subsidized and are currently assessed at \$70 per month. The last four payments received against the respondent's rent account were recorded: April 7, 2017, in the amount of \$70; March 13, 2017, in the amount of \$140; January 5, 2017, in the amount of \$180; and November 29, 2017, in the amount of \$100.

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

I am satisfied the lease ledgers accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay the rent when due and has accumulated rental arrears in the amount of \$279.98.

Repairs

The applicant's representative testified and provided evidence establishing extensive damages and general uncleanliness to the rental premises. The damages claimed required the following: replacement of one exterior door; replacement of interior doors and trim; patching and painting of multiple holes of various sizes in walls; repair radiator covers; replacement of light shades; replacement of window handles; replacement of kitchen cabinet door; repair of kitchen cabinet drawer cover; replacement of smoke/CO detector; replacement of bathroom accessories; repair of bathroom vanity; replacement of toilet; and cleaning of household appliances and fixtures. The applicant's representative provided estimated costs for the referenced repairs totalling \$8,193.

The respondent did not dispute the applicant's allegations, agreeing that he was responsible for the damages and agreeing to the claimed cost estimates to effect the necessary repairs. The respondent's primary concern was with his ability to pay the costs in a reasonable period of time given his current unemployed status and limited income. The respondent made a commitment to pay what he could when he could in addition to paying his rent on time every month. The respondent also made a commitment to ensure no further damages occurred to the rental premises.

I am satisfied the damages claimed by the applicant are the respondent's responsibility. I find the respondent liable to the applicant for costs to effect repairs and cleaning in the amount of \$8,193.

Termination of the tenancy agreement

In light of the respondent's repeated failure to pay his rent when due, the amount of rental arrears, and the substantial damages to the rental premises, I am satisfied termination of the tenancy agreement is justified. By agreement with the parties, I find it appropriate under the circumstances to issue a lengthy conditional termination order dependent on the respondent paying the rental arrears in full, paying his future rent on time, paying at least \$700 towards the costs of repairs, and causing no further damages to the rental premises.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$279.98;
- requiring the respondent to pay his future rent on time;
- requiring the respondent to pay costs for repairs and cleaning in the amount of \$8,193; and
- terminating the tenancy agreement December 31, 2017, unless the rental arrears are paid in full, the rents for August to December are paid on time, at least \$700 is paid towards the costs of repairs, and no further damages are caused by the tenant to the rental premises.

Adelle Guigon
Rental Officer