

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

**DJR**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** July 11, 2017

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** LN, representing the applicant  
DR, representing the respondent

**Date of Decision:** July 11, 2017

### **REASONS FOR DECISION**

An application to a rental officer made by PHA on behalf of the NTHC as the applicant/landlord against DJR as the respondent/tenant was filed by the Rental Office March 1, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Paulatuk, Northwest Territories. The filed application was personally served on the respondent March 9, 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 rental arrears, payment of costs for repairs, termination of the tenancy agreement, eviction, and compensation for use and occupation.

A hearing was scheduled for July 11, 2017, by three-way teleconference. LN appeared representing the applicant. DR appeared as respondent.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing September 1, 2015. The respondent vacated the rental premises, ending the tenancy April 30, 2017. The applicant's representative withdrew the request for termination of the tenancy and eviction. 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. Rent was established at \$1,410 per month. The last four payments received against the rent account were recorded: May 30, 2017, in the amount of \$50; March 24, 2017, in the amount of \$2,000; February 10, 2017, in the amount of \$750; and November 30, 2016, in the amount of \$1,410.

The respondent did not dispute the accuracy of the landlord's accounting, accepting responsibility for the accumulated 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 \$8,535.

*Damages*

The parties agreed that in June 2016 four windows to the rental premises had been broken by the respondent or persons permitted in the rental premises by the respondent. The respondent acknowledged his responsibility for those damages. The costs to replace the four broken windows amounted to \$3,346.91, of which \$900 was paid on July 18, 2016. No other payments were received against these charges.

The parties agreed that in November 2016 more windows were broken at a cost to repair of \$1,114.87. However, those damages were caused by the respondent's ex-girlfriend, who is under a court order to pay restitution for the broken windows. The applicant's representative withdrew the claim for the second set of broken windows.

The parties agreed that upon vacating the rental premises the exit inspection identified one broken interior door. Replacement of the door cost \$224. The respondent did not dispute this claim and accepted responsibility for the cost of replacing the interior door.

I am satisfied the four broken windows from June 2016 and the broken interior door discovered at the end of the tenancy were caused by the respondent or persons the respondent permitted into the rental premises. I find the respondent liable to the applicant for remaining costs of repairs in the total amount of \$2,670.91.

*Orders*

An order will issue requiring the respondent to pay rental arrears in the amount of \$8,535 and requiring the respondent to pay costs of repairs in the amount of \$2,670.91.

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Adelle Guigon  
Rental Officer