

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

**DNJ**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** December 13, 2017

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

**Appearances at Hearing:** LP, representing the applicant

**Date of Decision:** December 13, 2017

**REASONS FOR DECISION**

An application to a rental officer made by THA on behalf of the NTHC as the applicant/landlord against DNJ as the respondent/tenant was filed by the Rental Office September 22, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Tuktoyaktuk, Northwest Territories. The filed application was personally served on the respondent October 17, 2017.

The applicant alleged the respondent had repeatedly failed to pay the full amount of rent when due, had accumulated rental arrears, and had caused damages to the rental premises. An order was sought for payment of the rental arrears, payment of the costs for repairs, and termination of the tenancy agreement.

A hearing was scheduled for December 13, 2017, in Tuktoyaktuk. LP appeared representing the applicant. DNJ was personally served notice of the hearing October 17, 2017. The respondent did not appear at the hearing, nor did anyone appear on the respondent's behalf. The hearing proceeded in the respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

*Tenancy agreement*

The applicant's representative testified and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing April 1, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

*Rental arrears*

The lease ledgers 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 \$555 per month. Either no payments or insufficient payments were received in seven of the last 12 months of the tenancy.

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 full amount of rent when due and has accumulated rental arrears in the amount of \$1,900.75.

*Damages*

The applicant's representative testified and provided evidence in support of a claim for unpaid costs to effect the following repairs:

Patching and painting holes in the living room (April 2016)	\$513.70
Replace one exterior door knob (June 2017)	\$128.43
Replace one exterior door knob (September 2017)	\$41.69
Total	<u>\$683.82</u>

The submitted work orders substantiate the damages as caused by the wilful or negligent conduct of the tenant or persons permitted in the rental premises by the tenant. I am satisfied the respondent is responsible for the claimed damages. I find the respondent liable to the applicant for the costs of repairs in the total amount of \$683.82.

*Termination of the tenancy agreement and eviction*

In light of the respondent's repeated failure to pay his rent when due, the amount of rental arrears accumulated, and the respondent's failure to pay for the costs of repairs within a reasonable period of time, I am satisfied conditional termination of the tenancy agreement and eviction are justified dependent on the payment of the rental arrears and costs of repairs in full and the payment of future rents on time.

*Orders*

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$1,900.75;
- requiring the respondent to pay his rent on time in the future;
- requiring the respondent to pay costs of repairs in the amount of \$683.82;
- terminating the tenancy agreement March 31, 2018, unless the rental arrears and costs of repairs are paid in full and the rents for January, February, and March are paid on time; and
- evicting the respondent from the rental premises April 1, 2018, if the termination of the tenancy agreement becomes effective.

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Adelle Guigon  
Rental Officer