

IN THE MATTER between **NTHC**, Applicant, and **DC1 and DC2**, Respondents.

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-

DC1 and DC2

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: December 13, 2017

Place of the Hearing: Tuktoyaktuk, Northwest Territories

Appearances at Hearing: LP, representing the applicant
DC1, respondent

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 DC1 and DC2 as the respondents/tenants 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 respondents October 16, 2017.

The applicant alleged the respondents 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, and termination of the tenancy agreement.

A hearing was scheduled for December 13, 2017, in Tuktoyaktuk. LP appeared representing the applicant. DC1 appeared as respondent and on behalf of DC2.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing August 17, 2007. 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 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 insufficient payments or no payments were received in seven of the last 12 months of the tenancy.

The respondent did not dispute the accuracy of the landlord's accounting other than to identify that he had just made a payment of \$555 which was not reflected in the lease ledgers. The applicant's representative agreed to deduct the payment from the balance. The respondent acknowledged the debt and accepted responsibility for it.

I am satisfied the amended lease ledgers accurately reflect the current status of the respondents' rent account. I find the respondents have repeatedly failed to pay their rent and have accumulated rental arrears in the amount of \$874.75.

Damages

The parties agreed that the respondents were responsible for costs to effect the following repairs to the rental premises:

Replace exterior door	\$210.86
Replace exterior light bulbs	\$24.60
Board up one window and replace one window handle	\$72.97
Replace receptacle covers	\$44.72
Clean bathroom fan, repair baffle, replace toilet paper holder	\$70.28
Repair interior door trip, replace stair rail brackets, patch and paint holes in doors	\$168.20
Replace exterior door backset	\$107.31
Patch and paint holes in walls	\$105.87
Replace one interior door	\$202.86
Repair leaky kitchen sink	\$29.27
Total	<u>\$1,036.94</u>

The respondent did not dispute the costs for repairs as claimed. I am satisfied the respondent is responsible for the claimed damages and I find the respondent liable to the applicant for costs of repairs in the total amount of \$1,036.94.

Termination of the tenancy agreement

In light of the respondents' repeated failure to pay their rent and the amount of rental arrears accumulated, along with the nature of the damages and their associated costs to repair, I am satisfied conditional termination of the tenancy and eviction are justified dependent on payments being made towards the total arrears and payment of future rents on time.

Orders

An order will issue:

- requiring the respondents to pay rental arrears in the amount of \$874.75;
- requiring the respondents to pay their rent on time in the future;
- requiring the respondents to pay costs of repairs in the amount of \$1,036.94;
- terminating the tenancy agreement March 31, 2018, unless at least \$1,200 is paid towards the rental arrears and costs of repairs and the rents for January, February, and March are paid on time; and
- evicting the respondents from the rental premises April 1, 2018, if the termination of the tenancy becomes effective.

Adelle Guigon
Rental Officer