

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

GS

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 GS 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 personally served on the respondent October 17, 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, and termination of the tenancy agreement.

A hearing was scheduled for December 13, 2017, in Tuktoyaktuk. LP appeared representing the applicant. GS 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

Since filing of the application the respondent has successfully resolved the rental arrears he had accumulated. The applicant's representative withdrew their request for payment of rental arrears and termination of the tenancy agreement.

Repairs

The applicant's representative testified and provided evidence of frozen water lines in March 2017, a broken medicine cabinet in April 2017, two holes in walls in April 2017, and one damaged exterior door jamb. Total costs claimed to repair the referenced damages amounts to \$1,3,26.87. One payment in the amount of \$325 has been received against the costs of repairs, reducing the balance owing to \$1,001.47.

I am satisfied the respondent is responsible for the claimed damages. I find the respondent liable to the applicant for costs of repairs in the amount of \$1,001.47.

Orders

An order will issue requiring the respondent to pay costs of repairs in the amount of \$1,001.47.

Adelle Guigon
Rental Officer