

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

DP

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
DP, 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 DP 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 16, 2017.

The applicant alleged the respondent had repeatedly failed to pay rent and had accumulated rental arrears. An order was sought for payment of the rental arrears and termination of the tenancy agreement.

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

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing April 1, 2013. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The resident 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 \$140 per month. Either insufficient payments or no payments were received against the rent account in six of the last 12 months of the tenancy.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging her debt and accepting responsibility for it. The respondent explained that she is not working and her common-law partner is currently only working one shift per week. The respondent is receiving income support.

I am satisfied the resident 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 her rent when due and has accumulated rental arrears in the amount of \$2,575.

Repairs

The applicant's representative testified and submitted evidence at hearing of damages to the rental premises occurring since the application to a rental officer was filed. In October 2017 one of the exterior doors to the rental premises was kicked in by the tenant or an occupant of the rental premises causing damage to the door jamb. Costs claimed to repair the door jamb amounted to \$687.38.

The respondent did not dispute either her responsibility for the damages to the door jamb or the costs of repairs.

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 \$687.38.

Termination of the tenancy agreement

Given the notable improvements in ensuring the subsidized rent is paid in full and on time each month since August 2017, and the recent additional payments being made towards the arrears, and given that this is the first time the respondent has been brought before the Rental Officer, despite there being a clear historical pattern of failing to pay the rent I am not satisfied that termination of the tenancy agreement is justified at this time.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$2,575;
- requiring the respondent to pay her rent on time in the future; and
- requiring the respondent to pay costs of repairs in the amount of \$687.38.

Adelle Guigon
Rental Officer