

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

AP

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 AP 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 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. AP was personally served notice of the hearing October 16, 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 \$70 per month. All rents appear to have been paid in full when due. Both at the time the application was made and at the time of the hearing there was no evidence that the respondent carried rental arrears. The applicant's request for payment of rental arrears is denied.

Repairs

The applicant's representative testified and provided evidence of damages to the rental premises which occurred in June 2017. The applicant had received a report of water dripping from underneath the rental premises. Their maintenance personnel attended the unit and discovered that the respondent had neglected to turn the bathtub tap off. Water had continuously drained into the sewage tanks, overflowing into and filling the tanks for both the rental premises and the neighbouring rental premises, which in turn overflowed and leaked through the soffit. The sewage tanks needed to be pumped out and the two crawl spaces needed to be cleaned out, and one solenoid needed to be replaced. The total costs incurred to effect the necessary repairs amounted to \$1,016.36, against which one payment of \$70 has been made.

I am satisfied the claimed damages were caused by the respondent's negligence. I find the respondent liable to the applicant for costs of repairs in the remaining amount of \$946.36.

Termination of the tenancy agreement

Given that there is no evidence of a repeated pattern of failing to comply with obligations respecting either payment of rent or causing damages, I am not satisfied termination of the tenancy agreement is justified.

Order

An order will issue requiring the respondent to pay costs of repairs in the amount of \$946.36.

Adelle Guigon
Rental Officer