

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

MP

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
MP, 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 MP 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, 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. MP appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing March 1, 2016. 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 \$325 per month. Either insufficient payments or no payments were received against the rent account in five of the last 12 months of the tenancy.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging his debt and accepting responsibility for it. The respondent explained that since breaking his leg there was a mis-communication with income support which resulted in some payments for rent from income support not being made. Efforts have been made since that mis-communication was resolved which clearly are addressing the accumulated rental arrears.

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 his rent when due and has accumulated rental arrears in the amount of \$480.25.

Damages

Included in the application was a claim for costs associated with replacing the power receptacle for the refrigerator and replacing the caulking on the tub surround. It was unclear from the provided documents how the respondent was responsible for damaging either of those items, and the respondent disputed his responsibility for them. The applicant's representative had no direct knowledge regarding the damages. It appears more likely than not that these damages are the result of ordinary wear and tear. Being unsatisfied that the two items were damaged by the wilful or negligent conduct of the respondent or persons the respondent permitted in the rental premises, the applicant's claim for costs of repairs is denied.

Termination of the tenancy agreement

The applicant's representative withdrew the applicant's request for termination of the tenancy agreement.

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$480.25 and requiring the respondent to pay his rent on time in the future.

Adelle Guigon
Rental Officer