

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

CN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 27, 2018

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the applicant

Date of Decision: February 27, 2018

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the applicant/landlord against CN as the respondent/tenant was filed by the Rental Office November 20, 2017. The application was made regarding a residential tenancy agreement for a rental premise located in Hay River, Northwest Territories. The filed application was personally served on the respondent December 7, 2017.

The applicant alleged the respondent had failed to pay the security deposit in full, had repeatedly failed to pay rent when due, had accumulated rental arrears, had caused damages to the rental premises, and had failed to comply with a rental officer order. An order was sought for payment of the outstanding security deposit, payment of rental arrears, payment of costs for repairs, termination of the tenancy agreement, and eviction.

A hearing was scheduled for February 27, 2018, by three-way teleconference. AS appeared representing the applicant. CN was personally served with notice of the hearing December 7, 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 September 1, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous order

Rental Officer Order Number 15673 issued September 27, 2017, required the respondent to pay rental arrears in the amount of \$140 and required the respondent to pay costs of repairs and cleaning in the amount of \$1,933.05. That order was issued regarding a joint tenancy agreement which ended August 31, 2017.

Rental arrears

The statements of account and client aged details (rent documents) 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 \$80 per month. Either insufficient payments or no payments were received in three of the six months of the tenancy.

I am satisfied the rent documents accurately reflect the current status of the respondent's rent account. I find the respondent has failed to pay the full amount of her rent when due on three occasions since commencement of the tenancy. However, the respondent has since filing of the application to a rental officer paid all rental arrears and paid her rent on time, and therefore does not currently carry any rental arrears.

Security deposit

The security deposit for this tenancy was established at \$1,200. At the time that the application was filed, the respondent had only paid \$160 of the security deposit. The security deposit was paid in full by January 24, 2018. While I am satisfied that the respondent failed to pay the security deposit in full within three months of the commencement of the tenancy, now that the security deposit has been paid in full I am not satisfied that any other remedies are necessary.

Damages

The applicant's representative testified and evidence was presented establishing that the exterior door had been kicked in by the respondent's partner damaging the door jamb. I am satisfied that the respondent is responsible for this damage. An invoice was issued for the repair of the door jamb, which was paid in full by November 17, 2017. An order for payment of the costs for repairs is no longer necessary, but the applicant's request for an order prohibiting the respondent from doing any further damage is justified and will issue.

Termination of the tenancy agreement and eviction

Given the short period that this tenancy agreement has been in place and the relatively immediate efforts the respondent has made to resolve the above identified issues, I am not satisfied termination of the tenancy agreement and eviction are justified. The applicant's request for termination and eviction are denied.

Orders

An order will issue requiring the respondent to pay her rent on time in the future and prohibiting the respondent from doing further damages to the rental premises or residential complex.

Adelle Guigon
Rental Officer