

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

**KD**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 21, 2018

**Place of the Hearing:** Hay River, Northwest Territories

**Appearances at Hearing:** AS, representing the applicant  
KD, respondent

**Date of Decision:** March 21, 2018

**REASONS FOR DECISION**

An application to a rental officer made by HRHA on behalf of the NTHC as the applicant/landlord against KD as the respondent/tenant was filed by the Rental Office December 8, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was personally served on the respondent February 12, 2018.

The applicant alleged the respondent had caused damages to the rental premises and had failed to pay for costs of repairs. An order was sought for payment of the costs of repairs, prohibition from doing any further damage to the rental premises or residential complex, and authorization for the applicant to effect repairs to existing damages.

A hearing was scheduled for March 21, 2018, in Hay River. The Rental Officer appeared by telephone. AS appeared representing the applicant. KD appeared as respondent.

*Tenancy agreement*

The parties agreed 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 *Residential Tenancies Act* (the Act).

*Damages*

At the time that the application to a rental officer was made, costs of repairs already executed for damages the respondent was responsible for had not been paid. The respondent has since paid for those costs. Consequently, the applicant's representative withdrew his request for an order to pay repairs arrears.

On June 12, 2017, an inspection was conducted of the rental premises which found substantial damages, including: damaged exterior and interior doors, holes in walls, damaged window screens, damaged shelf supports, and damaged radiator tubes and covers. The respondent did not dispute her responsibility for the identified damages and the parties agreed that since that inspection additional damages have occurred.

The applicant's representative indicated that the work to be done at the rental premises is slated to be completed over the upcoming spring and summer seasons, and can be done in bits and pieces so as not to greatly interfere with the respondent's occupancy. He indicated that there are several other repairs that are not the respondent's liability that need to be done to the premises as well. The applicant's representative reiterated the request that no further damages be caused and for authorization to effect the necessary repairs.

As mentioned, the respondent accepted responsibility for the damages caused to the rental premises. She has acknowledged the importance of ensuring no further damages occur.

I find the respondent responsible for damages caused to the rental premises. I am satisfied the applicant's requests are reasonable.

#### *Orders*

An order will issue prohibiting the respondent from doing any further damages to the rental premises or residential complex, and authorizing the applicant to effect repairs of any damages to the rental premises caused by the respondent's wilful or negligent conduct.

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Adelle Guigon  
Rental Officer