

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

AW

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 3, 2018

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: JS, representing the applicant
AB, representing the applicant

Date of Decision: May 3, 2018

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the applicant/landlord against AW as the respondent/tenant was filed by the Rental Office January 2, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the respondent January 30, 2018.

The applicant alleged the respondent had repeatedly failed to pay rent, had accumulated rental arrears, had caused damages to the rental premises, and had failed to pay for costs of repairs. An order was sought for payment of the rental arrears, payment of the costs for repairs, termination of the tenancy agreement, and eviction.

A hearing was scheduled for May 3, 2018, in Yellowknife. JS and AB appeared representing the applicant. AW was personally served notice of the hearing January 30, 2018. 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 representatives 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 balance statement and statements of account (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. No payments were received in three of the last 12 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 and has accumulated rental arrears in the amount of \$160.

Damages

The applicant's representative testified that in September 2017 it was learned that the respondent's balcony door and frame had been significantly damaged, and required repair. A vendor invoice was submitted in support of the costs associated with repairing the balcony frame and replacing the balcony door. By signing a last chance agreement on March 29, 2018, the respondent accepted responsibility for the costs of repairing the balcony door.

I am satisfied the respondent is responsible for the damages caused to the balcony door. I find the respondent liable to the applicant for costs of repairs in the amount of \$2,126.55.

Termination of the tenancy agreement and eviction

In light of the respondent's failure to pay her rent when due and the substantial amount owing for costs of repairs, I am satisfied conditional termination of the tenancy agreement is justified. By agreement with the applicant's representative, the termination will be effective November 30, 2018, unless the rental arrears are paid in full, her future rents are paid on time, and at least \$600 is paid towards the outstanding costs of repairs. An eviction order will not issue.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$160;
- requiring the respondent to pay her future rent on time;
- requiring the respondent to pay costs of repairs in the amount of \$2,126.55; and
- terminating the tenancy agreement November 30, 2018, unless the rental arrears are paid in full, the rents for June to November are paid on time, and at least \$600 is paid towards the costs of repairs.

Adelle Guigon
Rental Officer