

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

**CA**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 16, 2018

**Place of the Hearing:** Fort Smith, Northwest Territories

**Appearances at Hearing:** CS, representing the applicant

**Date of Decision:** May 16, 2018

**REASONS FOR DECISION**

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against CA as the respondent/tenant was filed by the Rental Office January 29, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was served on the respondent by registered mail signed for March 2, 2018.

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

A hearing was scheduled for May 16, 2018, in Fort Smith. The Rental Officer appeared by telephone. CS appeared representing the applicant. CA was served notice of the hearing by registered mail signed for March 2, 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 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 balance statements 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 six of the last 12 months. Since filing of the application, the respondent has successfully resolved the accumulated rental arrears.

I am satisfied the lease balance statements accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay the full amount of rent when due.

*Costs of repairs*

The applicant's representative testified and provided evidence in support of their claim for remaining costs of replacing two broken windows in the rental premises which were repaired in November 2017. The total cost of repairs amounted to \$563.30. Payments have been made against these costs, reducing the remaining balance owing to \$476.

I am satisfied the respondent is responsible for the damages to the two windows. I find the respondent liable to the applicant for costs of repairs in the amount of \$476.

*Termination of the tenancy agreement and eviction*

Given the respondent's success at resolving the accumulated rental arrears, I am not satisfied termination of the tenancy agreement and eviction are justified at this time.

*Orders*

An order will issue requiring the respondent to pay her future rent on time and requiring the respondent to pay for remaining costs of repairs in the amount of \$476.

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Adelle Guigon  
Rental Officer