

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

AC

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	May 30, 2018
<u>Place of the Hearing:</u>	Tuktoyaktuk, Northwest Territories
<u>Appearances at Hearing:</u>	LP, representing the applicant AC, respondent
<u>Date of Decision:</u>	May 30, 2018

REASONS FOR DECISION

An application to a rental officer made by THA on behalf of the NTHC as the applicant/landlord against AC as the respondent/tenant was filed by the Rental Office February 9, 2018. 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 March 8, 2018.

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 rental arrears, payment of costs for repairs, and termination of the tenancy agreement.

A hearing was scheduled for May 30, 2018, in Tuktoyaktuk. The Rental Officer appeared by telephone. LP appeared representing the applicant. AC appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing October 19, 2015. 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. No payments were made in three of the last nine months of the tenancy. Since filing of the application to a rental officer, the respondent has successfully paid her rental arrears in full and now carries a credit on her rent account in the amount of \$29.13.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging and accepting responsibility for her actions.

I am satisfied the lease ledgers accurately reflect the current status of the respondent's rent account. I find the respondent has failed to pay her rent when due.

Damages

The parties agreed and evidence was presented establishing the respondent's responsibility for one missing smoke detector, damage to two exterior door knobs, damage to one window closure, one after-hours call-out, and damage to one exterior door backset. Costs for repairing those items totalled \$528.77.

Two additional charges for damages appeared on the lease ledger for which no work orders were submitted, however, the respondent confirmed she was aware of those charges and accepted responsibility for them. Those two charges total \$570.73, bring the total for all claimed damages to \$1,099.50.

Two payments were made against the costs of repairs totalling \$425, reducing the balance owing for costs of repairs to \$674.50. The parties agreed that the rent credit of \$29.13 should be applied against the remaining costs of repairs, which further reduced the balance owing for costs of repairs to \$645.37.

The respondent apologized for the damages, and committed to having the remaining balance paid by the end of the week.

I am satisfied the respondent is responsible for the claimed damages. I find the respondent liable to the applicant for costs of repairs in the amount of \$645.37.

Termination of the tenancy agreement

The respondent's pattern of failing to pay her rent when due barely constitutes a repeated pattern. In addition, the respondent has resolved any arrears she carried in a timely manner. As such, I am not satisfied that termination of the tenancy agreement is justified.

Orders

An order will issue:

- requiring the respondent to pay their future rent on time;
- requiring the respondent to pay costs of repairs in the amount of \$645.37; and
- requiring the respondent to comply with her obligation not to cause damages, and prohibiting the respondent from doing any further damage.

Adelle Guigon
Rental Officer