

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

**BF**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 30, 2018

**Place of the Hearing:** Tuktoyaktuk, Northwest Territories

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

**Date of Decision:** 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 BF 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 6, 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 the 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. BF was personally served notice of the hearing March 6, 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 July 21, 2014. I am satisfied a valid tenancy agreement is in place in accordance with 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 \$555 per month. Either insufficient payments or no payments have been received in six of the last seven months of the tenancy.

I am satisfied the lease ledgers 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 and has accumulated rental arrears in the amount of \$165.95.

#### *Damages*

The applicant's representative testified and provided evidence supporting the claim for costs to replace two missing fire extinguishers from the rental premises. I am satisfied the respondent is responsible for the missing fire extinguishers and I find the respondent liable to the applicant for costs to replace the fire extinguishers in the amount of \$194.05.

#### *Termination of the tenancy agreement*

Despite the respondent's repeated failure to pay the full amount of rent when due, I am cognizant that the current balance of subsidized rental arrears is relatively minor. The claimed damages are a single incident, and there are no allegations of a repeated pattern of causing damages to the rental premises. This is the first time an application to a rental officer has been made against this respondent. I am not satisfied that termination of the tenancy agreement is justified. The applicant's request for an order terminating the tenancy agreement is denied.

#### *Orders*

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$165.95;
- requiring the respondent to pay their rent on time in the future; and
- requiring the respondent to pay costs of repairs in the amount of \$194.05.

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Adelle Guigon  
Rental Officer