

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

**JP**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 19, 2018

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

**Appearances at Hearing:** FE, representing the applicant  
JP, respondent

**Date of Decision:** June 19, 2018

**REASONS FOR DECISION**

An application to a rental officer made by AHA on behalf of the NTHC as the applicant/landlord against JP as the respondent/tenant was filed by the Rental Office March 2, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Aklavik, Northwest Territories. The filed application was served on the respondent by registered mail signed for April 10, 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 the costs of repairs in a reasonable period of time. An order was sought for payment of rental arrears, payment of costs for repairs, termination, and eviction.

A hearing was scheduled for June 19, 2018, in Aklavik. The Rental Officer appeared by telephone. FE appeared representing the applicant. JP appeared as respondent.

*Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing January 1, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

*Rental arrears*

The applicant's representative withdrew their request for payment of rental arrears.

### *Damages*

The parties agreed the respondent was responsible for the following damages:

- |  |          |
|--|----------|
| - Repair jammed exterior door and knob damaged April 28, 2017:           | \$121.76 |
| - Call out charge to unlock the door for the respondent August 16, 2017: | \$50     |
| - Repair exterior door damaged September 23, 2017                        | \$301.99 |
| - Call out charge to unlock the door for the respondent January 22, 2018 | \$50     |

**Total = \$523.75**

The applicant claimed costs to repair the exterior door from damages caused January 16, 2018. The applicant's representative claimed the door had been secured closed with a 2x4 from the inside. The respondent disputed her responsibility for that because she was not home when the 2x4 was installed. She did not give anyone permission to enter the premises, and does not know how it happened. Given those circumstances, the respondent cannot be held responsible for damages that were not caused by either herself or persons she permitted on the premises, and that applicant's representative was unable to identify who installed the 2x4 either. The applicant's claim of \$208 to remove the 2x4 and repair the door is denied.

The statement of account included two charges of \$140 each from January 17 and January 30, 2018 for which there was no description. No other evidence was provided to indicate what the charges were for, and the applicant's representative had no information about the charges either. The applicant's claim for \$280 is denied.

I am satisfied the respondent is responsible for the agreed upon damages detailed above. The respondent has made some payments against the costs of repairs in the total amount to date of \$190 which will be accounted for here. I find the respondent liable to the applicant for costs of repairs in the amount of \$333.75.

*Termination of the tenancy agreement and eviction*

I am not satisfied that the limited damages and call-outs for which the respondent has been found responsible constitute a sufficiently repeated pattern of behaviour to justify termination of the tenancy agreement. The applicant's request for termination of the tenancy agreement and eviction is denied.

*Orders*

An order will issue:

- requiring the respondent to pay costs of repairs in the amount of \$333.75;
- requiring the respondent to comply with the obligation to pay for costs of repairs of damages caused by the wilful or negligent conduct of the respondent or persons permitted on the premises by the respondent; and
- prohibiting the respondent from doing any further damage to the rental premises.

---

Adelle Guigon  
Rental Officer