

IN THE MATTER between **F.S.**, Applicant, and **A.A.**, 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 **Hal Logsdon**, Rental Officer,

BETWEEN:

F.S.

Applicant/Landlord

-and-

A.A.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 26, 2018

Place of the Hearing: Fort Smith, NT via teleconference

Appearances at Hearing: C.S., representing the applicant

Date of Decision: September 26, 2018

REASONS FOR DECISION

The respondent was served with a Notice of Attendance and a filed application sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by damaging the rental premises. The applicant testified that since the application was filed the respondent had paid all of the rent arrears and had paid for the repairs to the premises. The applicant withdrew their request for an order terminating the tenancy agreement and evicting the tenant and sought an order to pay future rent on time and to prohibit any further damage.

The applicant provided a copy of the lease balance statement which indicated that the respondent has frequently been in arrears of rent but is now current. The applicant also provided several work orders indicating that damages had been repaired to windows and doors and the costs billed to the respondent. These repairs had been coded to "tenant damage". These costs have now been paid in full.

I find the respondent has previously breached her obligation to pay rent and her obligation to repair damages to the rental premises. An order shall issue requiring the respondent to pay future rent on time and prohibiting any further damage.

Hal Logsdon
Rental Officer