

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

**NM**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>December 5, 2018</b>
<b><u>Place of the Hearing:</u></b>	<b>Hay River, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>AS, representing the Applicant</b>
<b><u>Date of Decision:</u></b>	<b>December 5, 2018</b>

### **REASONS FOR DECISION**

An application to a rental officer made by HRHA on behalf of the NTHC as the Applicant/Landlord against NM as the Respondent/Tenant was filed by the Rental Office October 12, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was personally served on the Respondent November 14, 2018.

The Applicant alleged the Respondent had repeatedly failed to pay rent in full when due, had accumulated rental arrears, and had caused damages to the rental premises. An order was sought for payment of the rental arrears, payment of future rent on time, payment of costs for repairs, termination of the tenancy agreement, and eviction.

A hearing was scheduled for December 5, 2018, in Hay River. The Rental Officer appeared by telephone. AS appeared representing the Applicant. NM was personally served notice of the hearing November 14, 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 between the parties 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 \$160 per month. Either insufficient payments or no payments were received in four of the last 12 months of the tenancy.

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 and has accumulated rental arrears in the amount of \$280, which represents approximately two months' rent.

### *Repairs*

The Applicant's representative testified and evidence was presented establishing the Respondent's responsibility for the following damages and associated costs to effect repairs:

18 Jan 2018 - Cracked interior living room window	\$341.62
24 May 2018 - Split exterior door	\$117.45
24 May 2018 - Broken toilet seat, missing sink stopper	\$47.20
25 May 2018 - Three damaged window screens	\$121.00
23 Oct 2018 - Replace lost unit key	\$10.00
Sub-total	\$637.27
Less payments received	\$410.00
Total Remaining Balance	<u>\$227.27</u>

Subsection 12(b) of the tenancy agreement requires the Tenant to pay costs for repairs within a reasonable period of time. Subsection 42(1) of the Act holds tenants responsible for damages caused by the wilful or negligent conduct of the tenant or persons permitted on the premises by the tenant.

I am satisfied that the Respondent is responsible for the claimed damages to the rental premises. I find the Respondent has repeatedly caused damages to the rental premises, has failed to comply with his obligation to pay the costs of repairs within a reasonable period of time, and is liable to the Applicant for the costs of repairs in the remaining balance owing of \$227.27.

*Termination of the tenancy agreement and eviction*

In light of the repeated failure to pay rent when due, the amount of rental arrears accumulated, and the failure to pay the costs of repairs within a reasonable period of time, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the Applicant's representative, the termination and eviction orders will be conditional on the respondent paying the rental arrears and costs of repairs in full by the end of March 2019 and paying future rents on time.

*Orders*

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$280 (p. 41(4)(a));
- requiring the Respondent to pay future rent on time (p. 41(4)(b));
- requiring the Respondent to pay costs of repairs in the amount of \$227.27 (p. 42(3)(e)); and
- terminating the tenancy agreement March 31, 2019, unless the rental arrears and costs of repairs totalling \$507.27 are paid in full and the rents for January, February, and March are paid on time (p. 41(4)(c), p. 42(3)(f), ss. 83(2)).

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Adelle Guigon  
Rental Officer