

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

Date of the Hearing: November 22, 2018

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: JS, representing the Applicant
AC, Respondent

Date of Decision: November 22, 2018

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the Applicant/Landlord against AC as the Respondent/Tenant was filed by the Rental Office October 2, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondent by registered mail signed for October 19, 2018.

The Applicant alleged the Respondent had accumulated rental arrears and caused damages to the rental premises. An order was sought for payment of the rental arrears and payment of cost for repairs.

A hearing was scheduled for November 22, 2018, by three-way teleconference. JS 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 May 8, 2013. The Respondent vacated the rental premises, ending the tenancy agreement July 3, 2018. I am satisfied a valid tenancy agreement was in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The lease balance statement entered into evidence represents the Landlord's accounting of monthly assessed rents and payments received against the Respondent's rent account. All rents have been subsidized and were last assessed at \$890 per month. Either insufficient payments or no payments were received in six of the last 12 months of the tenancy.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondent has accumulated rental arrears in the amount of \$1,331.87.

Repairs

The Applicant claimed costs for repairing four damaged walls in the amount of \$727.65. The entry and exit inspection reports and photographs were entered into evidence establishing that walls had been damaged during the Respondent's occupancy.

The Respondent accepted responsibility for the damages and acknowledged the resulting debt.

I am satisfied the Respondent is responsible for the damages to the walls of the rental premises. I find the Respondent liable to the Applicant for costs of repairs in the amount of \$727.65.

Orders

An order will issue requiring the Respondent to pay rental arrears in the amount of \$1,331.87 (p. 41(4)(a)) and requiring the Respondent to pay costs of repairs in the amount of \$727.65 (p. 42(3)(e)).

Adelle Guigon
Rental Officer