

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

**LF**

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 LF, Respondent</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 LF 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 7, 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 caused disturbances. An order was sought for payment of rental arrears, payment of future rent on time, payment for costs of repairs, compliance with the obligation not to cause disturbances, 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. LF 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 1, 2018. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (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 \$80 per month. Either insufficient payments or no payments have been received in three of the eight months of the tenancy.

Since filing of the application, the Respondent has paid all rental arrears and complied with her obligation to pay the full subsidized rent on time. The Applicant testified that the subsidized rent for December was just received prior to the hearing, so the lease balance statement was amended to include that payment on the record.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging her previous failures to pay the full amount of subsidized rent on time and reinforcing her commitment to pay the rent in full and on time in the future.

I am satisfied the amended lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondent has failed to pay the full amount of rent when due, but no longer carries rental arrears.

#### *Damages and disturbances*

The Applicant made a claim for outstanding costs of repairing two broken windows. One window was broken in May 2018 and cost \$440.75 to repair, the other window was broken in September 2018 and costs \$306.60 to repair. The Respondent was invoiced for the windows after each repair occurred. Four payments were received between July 31<sup>st</sup> and November 16<sup>th</sup> totalling \$300, resulting in a remaining balance owing of \$447.35.

The Applicant acknowledged that the windows were in fact broken by the Respondent's boyfriend, who was permitted on the premises by the Respondent at the time. The disturbances that the Applicant received complaints about were from both of the incidents where the windows were broken. No disturbances have occurred since the last incident, which is the last time the now-ex-boyfriend was around. In recognition of the Respondent not in fact being the instigator of the disturbances, the Applicant's representative withdrew their request for an order to comply with the obligation not to cause disturbances.

The Respondent accepted responsibility for the damaged windows and acknowledged the outstanding costs for repairs.

I am satisfied the Respondent is responsible for the damaged windows. I find the Respondent liable to the Applicant for the outstanding costs of repairs in the amount of \$447.35.

*Termination of the tenancy agreement and eviction*

At hearing, the Applicant's representative withdrew their request for orders terminating the tenancy agreement and eviction.

*Orders*

An order will issue requiring the Respondent to pay future rent on time (p. 41(4)(b)) and requiring the Respondent to pay costs of repairs in the amount of \$447.35 (p. 42(3)(e)).

---

Adelle Guigon  
Rental Officer