

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

**NB**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>December 18, 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 NB, Respondent</b>
<b><u>Date of Decision:</u></b>	<b>December 18, 2018</b>

### **REASONS FOR DECISION**

An application to a rental officer made by HRHA on behalf of the NTHC as the Applicant/Landlord against NB as the Respondent/Tenant was filed by the Rental Office October 26, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was served on the Respondent by registered mail signed for December 11, 2018.

The Applicant alleged the Respondent had caused damages to the rental premises and had failed to pay the full costs of repairs. An order was sought for payment of outstanding costs of repairs, compliance with the obligation not to cause damages, prohibition from causing further damages, termination of the tenancy agreement, and eviction.

A hearing was scheduled for December 18, 2018, in Hay River. The Rental Officer appeared by telephone. AS appeared representing the Applicant. NB appeared as Respondent.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing June 1, 2014. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

#### *Previous orders*

Rental Officer Order Number 15700 issued September 13, 2017, required the Respondent to comply with the obligation not to cause disturbances and required the Respondent not to breach that obligation again.

Rental Officer Order Number 16026 issued June 20, 2018, required the Respondent to comply with the obligation not to cause disturbances and required the Respondent not to breach that obligation again.

### *Damages*

The parties agreed and evidence was presented establishing the Respondent's responsibility for breaking the window glass in the hallway in June 2017 and damaging the bathroom door in March 2018. The Respondent was charged \$26.50 to repair the broken glass, which was not paid in full until five months later. The Respondent was charged \$328.99 to replace the bathroom door. A payment of \$100 was received June 5, 2018, followed by a payment of \$220 received December 3, 2018, leaving a balance owing of \$8.99. The \$8.99 was paid December 17, 2018. The costs of replacing the bathroom door were paid in full nearly nine months after the damages occurred.

Given that the costs of repairs have been paid in full, the Applicant's representative withdrew their request for an order to pay. They also withdrew their request for termination of the tenancy agreement and eviction.

Subsection 45(1) of the Act requires tenants to comply with additional obligations that have been included in written tenancy agreements.

Subsection 12(b) of the written tenancy agreement requires the Tenant to pay for costs of repairing damages within a reasonable time.

The Respondent did not dispute the accuracy of the Landlord's accounting of how long it took for her to pay the costs of repairs, acknowledging the lengthy period of time and accepting responsibility for it. The Respondent apologized for the delay and promised to do her best to make sure no further damages were caused to the rental premises, and that if any were, to pay for the costs of repairs as quickly as possible.

I am satisfied that the Respondent is responsible for the claimed damages. I am satisfied the costs of repairs have been paid in full. I find the respondent has failed to pay the costs of repairs in a reasonable time.

*Orders*

An order will issue:

- requiring the Respondent to comply with the obligation to pay for costs of repairs within a reasonable time in accordance with subsection 12(b) of the written tenancy agreement;  
and
- prohibiting the Respondent from causing any further damages to the rental premises.

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Adelle Guigon  
Rental Officer