

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

**MG**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 23, 2019

**Place of the Hearing:** Fort Providence, Northwest Territories

**Appearances at Hearing:** AG, representing the Applicant  
MG, Respondent

**Date of Decision:** January 23, 2019

**REASONS FOR DECISION**

An application to a rental officer made by FPHA on behalf of the NTHC as the Applicant/Landlord against MG as the Respondent/Tenant was filed by the Rental Office November 29, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Providence, 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 in a reasonable time. An order was sought for payment of outstanding costs of repairs.

A hearing was scheduled for January 23, 2019, in Fort Providence. The Rental Officer appeared by telephone. AG appeared representing the Applicant. MG appeared as Respondent.

*Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing August 27, 2015. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

*Repairs*

The Applicant claimed outstanding costs to repair the following damages:

Repair exterior door (damaged in April 2016)	\$691.22
Repair window handle (damaged in January 2018)	\$18.60
Replace window glass (damaged in January 2018)	\$259.12
Sub-total	\$968.94
Less payments received to date	\$689.00
Outstanding balance	<u>\$279.94</u>

Subsection 12(b) of the written tenancy agreement specifies the Tenant's responsibility to pay any costs of repairs for damages caused by the Tenant or persons permitted on the premises by the Tenant within a reasonable time. Subsection 45(1) of the Act requires tenants to comply with additional obligations that have been included in a written tenancy agreement.

The Respondent did not dispute the Applicant's accounting, acknowledging the debt and accepting responsibility for all the claimed damages. She also acknowledged the lengthy period of time during which the costs of repairs have remained outstanding.

I am satisfied the Respondent is responsible for the claimed damages. I find the Respondent has failed to pay for the costs of repairs within a reasonable time of the repairs being effected. I find the Respondent liable to the Applicant for the outstanding costs of repairs in the amount of \$291.97.

#### *Orders*

An order will issue requiring the Respondent to pay outstanding costs of repairs in the amount of \$291.97, and requiring the Respondent to comply with the obligation to pay any future costs of repairs within a reasonable time.

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Adelle Guigon  
Rental Officer