

IN THE MATTER between **LKHA on Behalf of the NTHC**, Applicant, and **KB**, 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 **Hal Logsdon**, Rental Officer,

BETWEEN:

LKHA ON BEHALF OF THE

NTHC

Applicant/Landlord

-and-

KB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 17, 2019

Place of the Hearing: Lutsel K'e, Northwest Territories, via teleconference

Appearances at Hearing: MRC, representing the Applicant

LS, representing the Applicant

Date of Decision: April 17, 2019

REASONS FOR DECISION

The Respondent was served with a filed application and notice of attendance sent by registered mail and confirmed delivered. The Respondent failed to appear at the hearing and the hearing was held in her absence.

The Applicant alleged that the Respondent had breached the tenancy agreement by failing to pay rent and failing to repair damages to the premises that were the result of her negligence or persons she permitted on the premises. The Applicant sought an order requiring the Respondent to pay the alleged rent arrears and repair costs, terminating the tenancy agreement, and evicting the Respondent.

The term tenancy agreement between the parties commenced on August 23, 2016, and has been renewed as a monthly tenancy. The premises are subsidized public housing. A previous order (file #10-12987, filed on October 5, 2012) has been satisfied.

The Applicant provided a lease balance statement in evidence which indicated a balance of \$770.93. The account has been in arrears since February 2018. Included in the balance is a charge for the repair of a broken window. The Applicant stated that the repair was made necessary due to the negligence of the Applicant or persons she permitted on the premises. Applying payments made to the oldest debt, I find rent arrears of \$490 and repair costs of \$280.93.

The Applicant suggested that an order requiring the payment of the arrears in installments would be appropriate. Given the evidence, I concur. Unfortunately, the absence of the tenant at the hearing prevents me from devising with complete confidence a payment plan that would be appropriate, affordable and likely to succeed.

I find the Respondent in breach of her obligation to pay rent and her obligation to repair damages that were caused by her negligence or by persons she permitted on the premises. I find the rent arrears to be \$490 and the balance of the repair costs to be \$280.93. An order shall issue requiring the Respondent to pay the Applicant \$770.93 in monthly installments as follows:

Due May 31, 2019	\$128.00
Due June 30, 2019	\$128.00
Due July 31, 2019	\$128.00
Due August 31, 2019	\$128.00
Due September 30, 2019	\$128.00
Due October 31, 2019	\$130.93

In addition to the monthly payments of arrears, the Respondent is also ordered to pay the monthly assessed rent on time. The tenancy agreement requires that the rent be paid on the first day of every month.

An order shall issue terminating the tenancy agreement on September 1, 2019, unless arrears payments of \$512 have been paid and the monthly rents for May, June, July and August 2019 have been paid in full.

An eviction order to be effective on September 2, 2019, shall issue unless arrears payments of \$512 have been paid and the monthly rents for May, June, July and August 2019 have been paid in full on or before September 1, 2019.

Hal Logsdon
Rental Officer