

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

DT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 9, 2019

Place of the Hearing: Hay River, Northwest Territories

Appearances at Hearing: AS, representing the Applicant
DT, Respondent

Date of Decision: April 9, 2019

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the Applicant/Landlord against DT as the Respondent/Tenant was filed by the Rental Office February 28, 2019. 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 March 29, 2019.

The Applicant alleged the Respondent had repeatedly failed to pay rent, had accumulated rental arrears, and had caused damages to the rental premises. An order was sought for payment of the rental arrears, payment of future rent on time, payment of costs for repairs, termination of the tenancy agreement, and eviction.

A hearing was scheduled for April 9, 2019, in Hay River. The Rental Officer appeared by telephone. AS appeared representing the Applicant. DT appeared as Respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing December 1, 2014. I am satisfied a valid tenancy agreement is 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 are currently assessed at \$80 per month. Either insufficient payments or no payments have been received in seven 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 repeatedly failed to pay rent in full when due and has accumulated rental arrears in the amount of \$330. That amount represents approximately five months' subsidized rent.

Damages

Work orders and invoices entered into evidence describe damages to a knobset, deadbolt lock, and five window cranks which were repaired in August 2018. The Respondent was sent a notice with the invoices September 21, 2018, requesting payment of the total costs claimed for the repairs in the amount of \$695.95. To date, the Respondent has paid \$160 towards those costs, leaving a balance owing of \$535.95.

The Respondent did not dispute the accuracy of the Landlord's accounting of the costs of repairs, and accepted responsibility for the damages. The parties agreed that the Respondent had reported in February 2019 that there were more damages to the rental premises that would require repairs.

I am satisfied the Respondent is responsible for the claimed damages. I find the Respondent has failed to pay for the costs of repairs in a reasonable time, and I find the Respondent liable to the Applicant for the remaining costs of repairs in the amount of \$535.95.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay the rent in full when due, the amount of rental arrears that have accumulated, and the outstanding costs of repairs, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the parties, the termination and eviction orders will be conditional on the Respondent paying the rental arrears and costs of repairs in full, and paying future rent on time.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$330 (p. 41(4)(a));
- requiring the Respondent to pay future rent on time (p. 41(4)(b));
- requiring the Respondent to pay outstanding costs of repairs in the amount of \$535.95 (p. 42(3)(e));
- terminating the tenancy agreement August 31, 2019, unless the rental arrears and costs of repairs are paid in full and the monthly subsidized rents for May to August are paid on time (p. 41(4)(c), p. 42(3)(f), ss. 83(2)); and
- evicting the Respondent from the rental premises September 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer