

IN THE MATTER between **LKHA on behalf of the NTHC**, Applicant, and **JJC**, 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**, Deputy Rental Officer,

BETWEEN:

LKHA ON BEHALF OF THE

NTHC

Applicant/Landlord

-and-

JJC

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

The Applicant alleged that the Respondent had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the rental premises which were the result of his negligence. The Applicant withdrew the request for an order terminating the tenancy agreement and sought an order requiring the Respondent to pay the alleged rent arrears and repair costs.

The Applicant provided a copy of the lease balance statement which indicated a balance of \$5,075.86. Included in that amount is a charge for the repair of a broken window in the amount of \$628.26. An invoice for that amount was provided and the Applicant testified that the repairs were made necessary due to the negligence of the Respondent or persons he permitted on the premises.

Two previous orders (file #10-14317 and file #15342) ordered payments of rent arrears totalling \$3,267.60. This amount is included on the current lease balance statement. Deducting the sum of the previous orders and the repair costs from the current statement, I find rent arrears which have accrued since the last order to be \$1,180.

Balance on ledger	\$5,075.86
10-14317	(1,657.60)
15342	(1,610.00)
Repair costs	<u>(628.26)</u>
Accrued rent since January 31, 2017	\$1,180.00

I find the Respondent in breach of his obligation to pay rent and find accrued rent arrears since the last order to be \$1,180. I find the repair costs reasonable and the repairs to be the result of the Tenant's negligence. I find the repair costs to be \$628.26.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1,180 and repair costs in the amount of \$628.26.

Hal Logsdon
Deputy Rental Officer