

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

**JM**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 22, 2019

**Place of the Hearing:** Deline, Northwest Territories

**Appearances at Hearing:** MH, representing the Applicant

**Date of Decision:** May 22, 2019

### **REASONS FOR DECISION**

An application to a rental officer made by DHA on behalf of the NTHC as the Applicant/Landlord against JM as the Respondent/Tenant was filed by the Rental Office April 17, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Deline, Northwest Territories. The filed application was personally served on the Respondent April 25, 2019.

The Applicant alleged the Respondent had repeatedly failed to pay rent in full when due, 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 May 22, 2019, in Deline. MH appeared representing the Applicant. JM was personally served notice of the hearing April 25, 2019. The Respondent did not appear at the hearing, nor did anyone appear on the Respondent's behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

#### *Tenancy agreement*

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing October 1, 2015. I am satisfied a valid tenancy agreement is in place in accordance with 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 were subsidized and are currently assessed at \$140 per month. Either insufficient payments or no payments were received in five of the last 12 months of the tenancy.

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 \$120. That amount represents approximately one month's subsidized rent.

### *Damages*

The Applicant claimed costs to replace one exterior door, casing, and jamb. The door and frame was damaged and repaired in September 2018. The Respondent appears to have accepted responsibility for the damages having made a payment of \$85.94 against the invoiced costs.

Barring any evidence to the contrary, I am satisfied the Respondent is responsible for causing the damages to the exterior door and frame. I find the Respondent liable for the outstanding costs of repairs in the amount of \$742.20.

### *Termination of the tenancy agreement and eviction*

In light of the Respondent's repeated failure to pay the rent in full when due, I am satisfied termination of the tenancy agreement and eviction are justified. The termination and eviction orders will be conditional on the Respondent paying the rental arrears in full and paying future rent on time.

### *Orders*

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$120 (p. 41(4)(a));
- requiring the Respondent to pay rent on time in the future (p. 41(4)(b));
- requiring the Respondent to pay costs of repairs in the amount of \$742.20 (p. 42(3)(e));
- terminating the tenancy agreement August 31, 2019, unless the rental arrears are paid in full and the monthly subsidized rents for June, July, and August are paid on time (p. 41(4)(c), 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)).

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Adelle Guigon  
Rental Officer