

IN THE MATTER between **NTHC**, Applicant, and **JA**, 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:

NTHC

Applicant/Landlord

-and-

JA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 12, 2020

Place of the Hearing: Tuktoyaktuk, Northwest Territories

Appearances at Hearing: LP, representing the Applicant

Date of Decision: February 19, 2020

REASONS FOR DECISION

The Respondent was personally served with a notice of attendance and filed application on January 22, 2020, but failed to appear at the hearing. The hearing was held in their absence. The Applicant alleged the Respondent had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the rental premises that were the result of their negligence. 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 premises are subsidized public housing. The monthly tenancy agreement between the parties was made in writing and commenced on August 1, 2014. The Applicant provided a lease balance statement in evidence which indicated a balance of rent owing in the amount of \$930 and repair costs in the amount of \$517.34.

The lease balance statement indicates the Respondent has been in arrears of rent since September 2018. The last rent payment received was in August 2019. I find the statement in order and find rent arrears of \$930. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

The Respondent provided a work order in evidence outlining the repair work undertaken and an itemized statement of costs. This repair stems from an incident in January 2018 when there was a small fire in the premises caused by negligent smoking. Smoking is not permitted in the premises. An application was filed by the landlord and an order issued requiring compliance with the prohibition on smoking (file #15986, issued on May 30, 2018). This work order covers repairs to the wall caused by the fire. The requested repair costs are \$517.34. Clearly, the repairs were made necessary due to the negligence of the tenant and/or his guests. I find the costs reasonable.

An order shall issue requiring the Respondent to pay the Applicant rent arrears in the amount of \$930 and repair costs in the amount of \$517.34.

In my opinion there are sufficient grounds to terminate the tenancy agreement due to non-payment of rent. The tenancy agreement shall be terminated on March 31, 2020, unless the rent arrears of \$930 and the rent for March 2020 are paid in full. An eviction order shall become effective on April 1, 2020, if the tenancy is terminated by this order and the Respondent remains in possession of the premises.

Hal Logsdon
Rental Officer