

IN THE MATTER between **NTHC**, Applicant, and **MG and RB**, Respondents.

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-

MG and RB

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: **October 6, 2020**

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

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

Date of Decision: **October 6, 2020**

REASONS FOR DECISION

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

The monthly tenancy agreement was made in writing and commenced on August 30, 2019. The premises are subsidized public housing and the monthly rent is currently assessed at \$845.

The Applicant alleged that the Respondents had breached the tenancy by failing to pay rent and by failing to repair damages to the premises. The Applicant sought an order requiring the Respondents to pay the alleged rent arrears and repair costs, to terminate the tenancy agreement, and to evict the Respondents.

The Applicant provided a lease balance statement in evidence which indicated a balance owing of \$2,845.53. This amount is composed of rent arrears of \$1,880 and repair costs of \$965.53.

The repair costs are claimed as follows:

Broken window	\$231.06
Broken window	600.35
Door repair	115.83
Board up window	<u>18.29</u>
Total	<u>\$965.53</u>

The Applicant testified that the repairs were made necessary due to the negligence of the tenants or persons they permitted on the premises.

The Applicant testified that no notice had been received from the Respondents concerning their inability to pay rent due to the COVID-19 pandemic.

I find the lease balance statement in order and I find the Respondents in breach of their obligation to pay rent. I find the rent arrears to be \$1,880.

I find the repair costs reasonable and made necessary due to the negligence of the Respondents or persons permitted on the premises by the Respondents.

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and repair costs are promptly paid.

An order shall issue requiring the Respondents to pay the Applicant rent arrears of \$1,880 and repair costs of \$965.53. The tenancy agreement shall be terminated on November 30, 2020, unless the rent arrears, repair costs, and the rent for November 2020 in the total amount of \$3,690.53 is paid in full.

Rent arrears	\$1,880.00
Repair costs	965.53
November 2020 rent	<u>845.00</u>
Total	<u>\$3,690.53</u>

An eviction order shall be issued to be effective on December 1, 2020, unless the rent arrears, repair costs, and the rent for November 2020 in the total amount of \$3,690.53 is paid in full on or before November 30, 2020.

Hal Logsdon
Rental Officer