

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

JE

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 29, 2020
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	FT, representing the Applicant JE, Respondent
<u>Date of Decision:</u>	September 29, 2020

REASONS FOR DECISION

The monthly tenancy agreement between the parties was made in writing and commenced on April 1, 2012. The premises are subsidized public housing and the monthly rent, based on the household income, is currently \$70. The Applicant holds a security deposit of \$646.60 which was transferred from another tenancy.

The Applicant testified that the Respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the Respondent to pay the alleged rent arrears, to terminate the tenancy agreement, and for eviction.

The Applicant provided a lease balance statement in evidence which indicated a balance owing of \$658.61. Included in that amount was a charge of \$169.61 to board up a broken window. The statement indicates that no rent payments have been made since February 28, 2020.

The Applicant testified that no notice had been received from the Respondent indicating that she had been unable to pay the rent due to the COVID-19 pandemic.

The Respondent did not dispute the rent arrears and stated that she had lost her source of income when she was laid off as a server. The Respondent disputed breaking the window, stating that it was broken by persons unknown while she and her son were asleep. They stated that they did not know it was broken until the Landlord told them. The Applicant stated that there have been a total of five windows recently broken in the premises and that another application is forthcoming to recover the additional repair costs.

I find the lease balance statement in order and find rent arrears of \$489. I find the broken window to be the direct result of the Tenant's negligence. I fail to see how a large window can be broken without the Tenant's notice. I find the repair costs of \$169.61 to be reasonable.

Given that the Applicant intends to make another application regarding additional alleged damages, I shall not consider termination of the tenancy agreement at this time. An order shall issue requiring the Respondent to pay the Applicant rent arrears of \$489 and repair costs of \$169.61, and to pay future rent on time. I would expect the Respondent to have made some progress toward addressing the rent arrears at any future hearing.

Hal Logsdon
Rental Officer