

IN THE MATTER between **NTHC**, Applicant, and **MM**, 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/Applicant

-and-

MM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 16, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant
MM, Respondent

Date of Decision: February 16, 2021

REASONS FOR DECISION

The written tenancy agreement between the parties was monthly and commenced on March 1, 2020. There was no security deposit provided by the Respondent. The premises are subsidized public housing. A check-in inspection report was completed and signed by both parties. The tenancy ended on November 6, 2020, when the Respondent vacated the premises.

The Applicant alleged that the Respondent failed to pay the full amount of the rent during the term and failed to repair a broken window. The Applicant sought an order requiring the Respondent to pay the alleged rent arrears (\$3,849) and window repair costs (\$346.50).

The Applicant provided a lease balance statement indicating a balance of rent owing in the amount of \$3,849. The rent was assessed at \$890 for the months of March to June and reassessed at \$1,295 for the subsequent months. The Respondent disputed the reassessment of the rent, however, I find no evidence to indicate that the rent was not assessed in accordance with the rent scale for subsidized public housing or that the assessed rent exceeded the maximum permitted by the tenancy agreement. I find rent arrears of \$3,849.

Although the broken window is not noted on the check out inspection form, photographs of the premises taken at the termination of the tenancy and provided in evidence show the broken window. The Respondent did not dispute that the repair of the window was their responsibility. I find the costs of repair to be reasonable.

An order shall issue requiring the Respondent to pay the Applicant rent arrears of \$3,849 and repair costs of \$346.50.

Hal Logsdon
Rental Officer