

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

RM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 16, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: FT, representing the Applicant

Date of Decision: March 22, 2021

REASONS FOR DECISION

The Respondent was served with a notice of attendance served by mail and confirmed delivered on March 2, 2021. The Respondent failed to appear at the hearing and the hearing was held in their absence.

The written monthly tenancy agreement between the parties commenced on June 1, 2015. The premises are subsidized public housing.

The Applicant alleged that the Respondent had breached the tenancy agreement by failing to pay the full amount of rent and by failing to repair damages to the rental premises. The Applicant sought an order requiring the Respondent to pay the alleged rent arrears and the cost of repairs, and an order terminating the tenancy agreement and evicting the Respondent.

The Applicant provided a copy of the lease balance statement in evidence which indicated a balance of \$1,046.04 as at February 1, 2021. The Applicant served a notice to the Respondent on February 1, 2021, demanding a payment of at least \$104.60 within 5 days and monthly payments of \$167 per month in order to avoid an application to a rental officer seeking termination of the tenancy. No payments were received and an application was filed on February 11, 2021.

The Applicant testified that since the application was filed the March rent of \$140 had come due and a payment of \$400 had been received, bringing the balance owing to \$786.04.

The Applicant confirmed that they had not received any written notice from the Respondent indicating her inability or difficulty paying the rent due to the COVID-19 pandemic.

The Applicant provided two invoices in evidence representing the repair of a broken window (\$242.21) and call-out charges to assist the tenant after they locked themselves out of the premises.

I find the lease balance statement in order and I find the repair costs to be reasonable. Applying the recent payment to the oldest debt, I find rent arrears of \$700 and repair costs of \$86.04.

There have been five previous orders issued since 2011 against the Respondent for non-payment of rent, two of which also involved damages to the premises. Three of the previous orders terminated the tenancy unless the arrears were paid by a certain date, of which two were satisfied and one was not. However, the Applicant elected to continue the tenancy.

The amount of rent arrears is not enormous, although they represent five months of outstanding rent. The arrears are recurring and the landlord must repeatedly take legal action to collect the rent. The previous order (File # 17027) was filed on October 5, 2020, and satisfied on October 28, 2020. By February 11, 2021, the Respondent was again four months in arrears resulting in the current application. This is not reasonable.

I find the Respondent in breach of their obligation to pay rent and their obligation to repair damages to the rental premises. A order shall issue requiring the Respondent to pay the Applicant rent arrears in the amount of \$700 and repair costs of \$86.04. The tenancy agreement shall be terminated on April 30, 2021, and an eviction order shall become effective on May 1, 2021.

Hal Logsdon
Rental Officer