

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

IB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 24, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AH, representing the Applicant

Date of Decision: August 24, 2021

REASONS FOR DECISION

The Respondent was served with a notice of attendance sent by registered mail and confirmed delivered on August 17, 2021. The Respondent failed to appear at the hearing and the hearing was held in her absence.

The parties entered into a written monthly tenancy agreement commencing on December 23, 2014. A check-in inspection report was completed by the parties and indicated that the premises were in good condition. The premises are subsidized public housing.

A previous Order #15850 issued March 13, 2018, has been satisfied.

The Applicant alleged that the Respondent had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the premises caused by her negligence. The Applicant sought an order requiring the Respondent to pay rent arrears and repair costs totalling \$10,227.50.

The Applicant provided a lease balance statement in evidence which indicated a balance of rent and repair costs as at August 1, 2021, in the amount of \$10,227.50. The Applicant also provided work orders documenting each repair cost and stated that all of the repairs were caused by the tenant's negligence or by persons she permitted in the premises.

In my opinion, the repairs undertaken appear to be the result of negligence and were not pre-existing or normal wear and tear. I find the repair costs reasonable. Deducting payments for repairs of \$1,965.21 from the total repair costs charged of \$2,647.46, I find repair cost still owing of \$682.25. I find the remaining balance of \$9,545.25 to be rent arrears.

The Applicant noted that the Respondent had been asked to update her income information in order to determine her rent and stated that updated information may result in a reduction of the monthly rent currently assessed. Article 6 of the tenancy agreement obligates the tenant to report the household income whenever the landlord request such a report.

I find the Respondent in breach of her obligation to pay rent and her obligation to pay for repairs.

An order shall issue requiring the Respondent to pay the Applicant rent arrears of \$9,545.25 and repair costs of \$682.25. The order shall also require the Respondent to report the household income in accordance with article 6 of the tenancy agreement.

Hal Logsdon
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