

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

TO

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 19, 2021
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	PS, representing the Applicant
<u>Date of Decision:</u>	October 19, 2021

REASONS FOR DECISION

The Respondent was personally served with a notice of attendance on September 22, 2021, but failed to appear at the hearing. The hearing was held in her absence.

The monthly tenancy agreement commenced on January 30, 2020. The premises are subsidized public housing. A check-in inspection was conducted by the parties and a written inspection report signed by both. The Respondent was transferred to another unit in June 2021. A check out inspection was completed and provided in evidence. The check-out inspection was not signed by the Respondent.

The Applicant alleged that the Respondent had breached the tenancy agreement by failing to pay the full amount of rent and failing to repair damages to the previous premises. The Applicant sought an order requiring the Respondent to pay the alleged rent arrears and repair costs, as well as for termination of the tenancy and eviction.

An itemized list of alleged damages and repair costs related to the former premises was provided in evidence. The total repair costs were \$1,761.38. A lease balance statement, provided in evidence, indicated rent arrears of \$1,330 and repair costs of \$1,761.38 totalling \$3,091.38.

The Applicant testified that the Respondent had agreed to repay the rent arrears in monthly installments of \$500 in addition to the monthly rent until the repair costs were paid and the rent arrears retired. A copy of a repayment agreement signed by the Respondent was provided in evidence. The Applicant withdrew their request for termination and eviction orders.

Notwithstanding the absence of the Respondent's signature on the check-out inspection report, I must assume that her acceptance of the repayment plan indicates her acknowledgement that the inspection report is accurate, the repairs justified, and the repair costs reasonable. I find the repair costs reasonable and the rent accounting in order.

I find the Respondent in breach of her obligation to pay rent and her obligation to repair damages to the rental premises caused by her negligence. I find rent arrears of \$1,330. I find the repair costs of \$1,761.38 to be reasonable.

An order shall issue requiring the Respondent to pay the rent arrears and repair costs totalling \$3,091.38 in monthly installments of \$500 due on the last Monday of every month and to pay the monthly assessed rent on time. The first payment of arrears shall be due on November 29, 2021.

Should the Respondent fail to pay any monthly payment of arrears or fail to pay the assessed rent for any month on time, the Applicant may file an application seeking an order rescinding this order, requiring the full lump sum payment of the remaining balance, and terminating the tenancy agreement.

Hal Logsdon
Rental Officer