

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

KD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 8, 2022

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant

Date of Decision: February 8, 2022

REASONS FOR DECISION

The Respondent was sent a filed application and notice of attendance by registered mail. There was no confirmation of receipt but a notice as provided to the Respondent indicating where the item could be picked up. The Respondent failed to appear at the hearing. In my opinion, it is not unreasonable to deem the application and notice delivered in accordance with section 71(5) of the *Residential Tenancies Act*. The hearing was held in the absence of the Respondent.

The tenancy agreement between the parties was monthly and commenced on April 1, 2012. The premises are subsidized public housing.

The Applicant alleged that the Respondent had breached the tenancy agreement by failing to repair damages to the premises that were the result of her negligence or the negligence of persons she permitted on the premises. The Applicant testified that much of the damage occurred in early 2019. In April 2019 the Respondent agreed to pay the repair costs in monthly installments of \$75. A copy of the agreement was provided in evidence.

The Respondent made periodic payments toward the repair costs until June 2021 after which payments ceased. The Applicant alleged that additional damage to a basement window and exterior door were discovered and repaired in December 2021. The Application was filed on January 7, 2022. The Applicant sought an order requiring the Respondent to pay repair costs, prohibiting any further damage, and terminating the tenancy agreement. The Applicant also requested an eviction order.

The Applicant provided a lease balance statement in evidence which indicated a current balance of repair costs in the amount of \$5,101.82. The Applicant also provided work orders and invoices for each repair undertaken.

A previous order under File #15910 issued March 21, 2018, found the Respondent in breach of her obligation to repair and prohibited her from doing any further damage to the premises or residential complex.

After review of the evidence, in my opinion the repairs were the result of the Respondent's negligence and the costs of labour and materials are reasonable and well documented. I find the repair costs to be \$5,101.82.

In my opinion, there are sufficient grounds to terminate this tenancy agreement and evict the Respondent. The incidents of damage have been repeated and the Respondent has breached a previous order and an agreement to pay the repair costs.

An order shall issue requiring the Respondent to pay the Applicant repair costs in the amount of \$5,101.82 and prohibiting her from doing any further damage to the rental premises or residential complex. The tenancy agreement shall be terminated on March 31, 2022, and an eviction order shall become effective on April 1, 2022.

Hal Logsdon
Rental Officer