

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

AD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 19, 2022

Place of the Hearing: Hay River, Northwest Territories

Appearances at Hearing: AS, representing the Applicant

Date of Decision: April 19, 2022

REASONS FOR DECISION

The Respondent was served with a notice of attendance and the filed application sent by registered mail and confirmed delivered. The Respondent failed to appear at the hearing and the hearing was held in his absence.

The tenancy agreement between the parties was monthly and commenced on February 1, 2014. The premises are subsidized public housing.

A previous order issued January 17, 2022, under Rental Office File #17408 required the Respondent to pay rent arrears of \$2,227 and repair costs of \$521.69 in three equal payments of \$916.23 payable in February, March, and April 2022. The Applicant alleged that the ordered payments were not paid in full and sought an order rescinding the previous order, requiring the Respondent to pay the balance in a lump sum amount, terminating the tenancy agreement, and evicting the Respondent.

The Applicant provided a lease balance statement in evidence. The statement indicated that since the previous order was issued, additional rent of \$240 had been assessed and only two rent payments of \$80 had been received, leaving a balance of rent owing of \$2,307. No repair costs had been paid and an additional \$351.75 had been charged for the repair of a broken basement window, resulting in a balance of repair costs of \$873.44. A copy of the work order for the basement window repair was provided in evidence.

I find the Respondent in breach of the previous order. I find the lease balance statement in order and find the repair of the basement window to be the result of the tenant's negligence. I find current rent arrears of \$2,307 and current repair costs due of \$873.44. An order shall issue rescinding the previous order and ordering the Respondent to pay the Applicant rent arrears of \$2,307 and repair costs of \$873.44.

There have been six previous orders issued regarding rent arrears and damages during this tenancy. The Respondent appears to have little interest in paying the rent regularly or preventing damage to the premises. In my opinion, there are sufficient grounds to terminate this tenancy agreement and issue an eviction order. The tenancy shall be terminated by order on May 31, 2022 and an eviction order shall become effective on June 1, 2022.

Hal Logsdon
Rental Officer