

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

KM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 26, 2022

Place of the Hearing: Hay River, Northwest Territories

Appearances at Hearing: AS, representing the Applicant

Date of Decision: April 26, 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 her absence.

The tenancy agreement between the parties was monthly and commenced on September 29, 2020. 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 pay costs to repair damages to the premises. The Applicant sought an order requiring the Respondent to pay the alleged rent arrears and repair costs, and to pay future rent on time.

The Applicant provided a lease balance statement in evidence which indicated a balance of rent owing as at April 1, 2022, of \$181.14 and repair charges of \$53.01. The Applicant provided a work order and invoice indicating that a damaged door sweep had been replaced, costing \$53.01.

I find the ledger in order and I find rent arrears of \$181.14. I find the repair costs to be the result of the tenant's negligence and I find the repair costs of \$53.01 reasonable.

An order shall issue requiring the Respondent to pay the Applicant rent arrears in the amount of \$181.14, repair costs of \$53.01, and to pay future rent on time.

Hal Logsdon
Rental Officer