

IN THE MATTER between **N.T.H.C.**, Applicant, and **C.H. AND F.B.**, Respondents.

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, regarding a rental
premises located within the **town of Norman Wells in the Northwest Territories**.

BETWEEN:

N.T.H.C.

Applicant/Landlord

-and-

C.H. AND F.B.

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	August 9, 2022
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	L.W., representing the Applicant
	C.P., representing the Applicant
	C.H., Respondent
<u>Date of Decision:</u>	August 9, 2022

REASONS FOR DECISION

The tenancy agreement between the parties was made for a term to expire on December 1, 2025. The premises are subsidized public housing.

The application was filed on June 6, 2022 and alleges that the Respondents have breached the tenancy agreement by failing to pay the full amount of rent and by failing to repair damages to the rental premises caused by their negligence or persons they permitted on the premises.

The Applicant provided a lease balance statement in evidence which indicated a balance of rent and repair costs as at August 1, 2022 in the amount of \$10,671.69. The Applicant testified that the Respondents made a payment of \$800 on August 5, 2022 bringing the balance owing to \$9,871.69. The lease balance statement indicates that the balance includes the following amounts representing repair costs:

Call-out charges for a lock-out	\$54.19
Repair of a kicked in door	282.61
Re-keyed deadbolt/new keys	53.15
New keys	3.15
Door and jamb kicked-in	259.38
New drywall and paint/door repair	3,487.93
Front door kicked-in	856.54
Broken glass-storm door	<u>200.74</u>
Total	\$5,177.69

The Applicant provided work orders and invoices outlining the repair work done and testified that in their opinion, the repairs were made necessary due to negligence of the Respondents or persons they permitted on the premises.

The Respondents did not dispute the allegations and have entered into an agreement with the Applicant on May 20, 2022 to pay the outstanding rent arrears and repair costs in monthly installments of no less than \$105 each month in addition to the monthly assessed rent until the debt was retired. The lease balance statement indicates that, to date, payments have been made in accordance with the agreement.

I find the Respondents in breach of their obligations to pay the full amount of rent and to repair damage to the premises caused by negligence. I find the rent arrears to be \$4,694 and the repair cost to be \$5,177.69.

An order shall issue requiring the Respondents to pay the Applicant rent arrears of \$4,694 and repair costs of \$5,177.69 in monthly payments of no less than \$105 due no later than the last day of every month commencing in August, 2022 until the arrears and repair costs are paid in full and to pay the monthly assessed rent on time.

Should the Respondents fail to pay the rent arrears and repair costs in accordance with this order or fail to pay the monthly assessed rent each month, the Applicant may file an application to rescind this order, order the lump sum payment of the remaining balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer