

IN THE MATTER between **N.T.H.C.**, Applicant, and **S.G. and D.M.**, 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 **hamlet of Fort Providence in the Northwest Territories**.

BETWEEN:

N.T.H.C.

Applicant/Landlord

-and-

S.G. AND D.M.

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 13, 2022
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	M.B., representing the Applicant
<u>Date of Decision:</u>	December 13, 2022

REASONS FOR DECISION

The monthly tenancy agreement between the parties was made in writing and commenced on October 19, 2016. The premises are subsidized public housing. The application was filed on October 31, 2021 and was scheduled for hearing on December 13, 2022. The Respondents were personally served with a filed application and notices of attendance on November 10, 2022 but failed to appear at the hearing. The hearing was held in their absence.

The Applicant alleged that the Respondents had breached the tenancy agreement by failing to pay rent and failing to repair damages to the rental premises caused by their negligence. The Applicant sought an order requiring the Respondents to pay the alleged rent arrears, the balance of the repair costs, and terminating the tenancy agreement

The Applicant provided a lease balance statement indicating a balance of rent arrears and repair costs as at December 1, 2022 in the amount of \$5431.62. The Applicant stated that no additional payments had been received since that date.

The Applicant also provided a work order (TD 280335 dated February 8, 2021) for the repair of a damaged exterior door which indicated repair costs of \$416.62. The Applicant stated that the repairs were made necessary due to the negligence of the Respondents. The Applicant indicated that the Respondents had paid \$375 of the door damages, leaving a balance owing of \$41.62. This is consistent with the lease balance statement.

The Applicant stated that they would agree to the continuation of the tenancy agreement provided the Respondents made reasonable monthly payments of rent arrears and repair costs and paid the monthly rent on time. The Applicant suggested that full payment of the rent arrears by April 30, 2023 would be reasonable.

I find the Respondents in breach of their obligation to pay rent and their obligation to repair damages to the rental premises caused by their negligence. I find rent arrears of \$5390 and the balance of repair costs owing to be \$41.62. In my opinion, the suggested repayment schedule is not unreasonable.

An order shall issue requiring the Respondents to pay the Applicant rent arrears of \$5390 and repair costs of \$41.62. The order shall require the Respondents to pay the rent arrears and repair cost in four equal monthly payments of \$1357.90 due no later than the last business day in January, February, March, and April 2023 and to pay the monthly assessed rent on time each month.

Should the Respondents fail to make any ordered monthly payment of arrears or fail to pay the monthly assessed rent, the Applicant may file an application seeking an order requiring the remaining balance to be paid in lump sum, termination of the tenancy agreement, and an eviction order.

Hal Logsdon
Rental Officer