

IN THE MATTER between **NTHC**, Applicant, and **OC**, 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, regarding a rental premises located within the **hamlet of Fort Providence in the Northwest Territories**.

BETWEEN:

NTHC

Applicant/Landlord

-and-

OC

Respondent/Tenant

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>	MB, representing the Applicant
<u>Date of Decision:</u>	December 13, 2022

REASONS FOR DECISION

The parties entered into numerous consecutive term tenancy agreements, the first commencing in October 2012. The premises are subsidized public housing. The application was filed on October 31, 2022 and was scheduled for hearing on December 13, 2022. The Respondent was personally served with a filed application and Notice of Attendance on November 14, 2022 but failed to appear at the hearing. The hearing was held in their absence.

The Applicant alleged that the Respondent had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the premises that were the result of their negligence. The Applicant sought an order requiring the Respondent to pay the alleged rent arrears and repair costs and terminating the tenancy agreement.

The Applicant provided a lease balance statement which indicated a balance as at December 1, 2022 of \$7,154.22. The Applicant stated that the last payments on the account were made on November 30, 2022. The Applicant indicated that \$1,853.51 represents charges to repair broken interior doors and several broken windows. The remaining \$5,300.71 are arrears of rent. Work orders and invoices for the repair work were provided by the Applicant in evidence. The Applicant testified that the repairs were made necessary due to the negligence of the Respondent.

The Applicant stated they would agree to the continuation of the tenancy agreement if the rent arrears and repair costs were promptly paid and the monthly assessed rent was paid each month. The Applicant suggested the arrears and repair costs be made in four equal payments retiring the debt by April 30, 2023.

I find the ledger in order. I find the repairs were made necessary due to the negligence of the Respondent and the repair costs of \$1,853.51 reasonable. I find rent arrears of \$5,300.71. I find the proposed payment plan to be reasonable.

An order shall issue requiring the Respondent to pay the Applicant rent arrears of \$5,300.71 and repair costs of \$1,853.51. The arrears and repair costs shall be paid in four equal installments of \$1,788.55 payable on the last business day of January, February, March, and April 2023. The Respondent shall also be ordered to pay the monthly assessed rent on time and to not create further damage to the rental premises.

Should the Respondent fail to make any ordered monthly payment or fail to pay the monthly rent, the Applicant may file an application seeking the full lump sum payment of any remaining balance, termination of the tenancy agreement and an eviction order.

Hal Logsdon
Rental Officer