

IN THE MATTER between **NTHC**, Applicant, and **AC and CL**, 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:

NTHC

Applicant/Landlord

-and-

AC AND CL

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

REASONS FOR DECISION

The tenancy agreement between the parties was monthly and commenced on March 16, 2021. The premises are subsidized public housing. The application was filed on October 31, 2022 and set for hearing on December 13, 2022. The Respondents were personally served with filed applications and Notices 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 Respondents had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the premises caused by their negligence. The Applicant sought an order requiring the Respondents to pay the alleged rent arrears and repair costs and terminating the tenancy agreement.

The Applicant provided a lease balance statement in evidence which indicated a balance of rent and repair costs in the amount of \$9,024.38. The Applicant stated that included in the balance were repairs to broken windows. A work order and invoice for the window repair was provided in evidence indicating that the total repair cost was \$1,370.55. The Applicant noted that payments totalling \$324.17 had been made, bringing the balance to \$1,046.38. The remaining balance shown on the lease balance statement is arrears of rent totalling \$7,978.

I find the lease balance statement in order and find rent arrears of \$7,978. I find the damages to be the result of the Respondent's negligence or persons they permitted on the premises and find the repair costs to be reasonable.

The Applicant stated that the Respondents were elders. Living with them was a daughter and a grandchild. The rent, based on household income, is based in large part on the income of the occupants, not the tenants. The Applicant stated that the situation created a difficult choice whether to terminate the tenancy of the elderly tenants. The Applicant withdrew their request to terminate the tenancy in favour of a payment plan and suggested that the Respondents be required to pay the monthly assessed rent plus an additional \$155/month.

I certainly agree with the Applicant that situations like this one confronts the subsidized public housing landlord with difficult decisions. They should invite some reflection on social housing policy but it is not my role as a rental officer to opine on the matter.

An order shall issue requiring the Respondents to pay the Applicant rent arrears of \$7,978 and repair costs of \$1,046.38. The rent arrears and repair costs shall be paid in monthly installments of at least \$155/month plus the monthly assessed rent until the rent arrears are paid in full. The Respondents shall also be ordered to pay the monthly assessed rent on time and shall be prohibited from doing further damage to the rental premises.

Should the Respondents fail to make the ordered monthly payments fo rent arrears and repair costs or fail to pay the monthly assessed rent, the Applicant may file an application seeking the payment of the full balance owing in lump sum, termination of the tenancy agreement and an eviction order.

Hal Logsdon
Rental Officer