

IN THE MATTER between **H.N.T.**, Applicant, and **K.M.**, 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 **town of Hay River in the Northwest Territories**.

BETWEEN:

H.N.T.

Applicant/Landlord

-and-

K.M.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 9, 2023

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: A.S., representing the Applicant

Date of Decision: May 9, 2023

REASONS FOR DECISION

The application was filed on March 21, 2023 and served on the Respondent by registered mail on April 19, 2023 along with a Notice of Attendance. The Respondent failed to appear at the hearing and the hearing was held in their absence.

The monthly tenancy agreement between the parties was made in writing 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 rent and failing to repair damages to the rental premises. The Applicant sought an order requiring the Respondent to pay alleged rent arrears and repair costs, terminating the tenancy agreement, and evicting the Respondent from the premises.

A previous order (file #17516, filed on April 26, 2022) ordered the Respondent to pay rent arrears of \$181.14, repair costs of \$53.01, and to pay future rent on time. Another order (file#17729, filed on October 12, 2022) ordered the Respondent to pay rent arrears of \$320 and terminated the tenancy agreement on January 31, 2022, unless the rent arrears were paid in full.

The Respondent failed to pay the ordered rent arrears, terminating the tenancy agreement. The Applicant stated that they had reinstated the agreement, continuing the tenancy.

The Applicant provided a lease balance statement in evidence indicating a balance of rent and repair costs totalling \$893.14. Of that amount \$256.14 is outstanding rent which has accrued since the previous orders were issued. The previous orders for rent have been fully satisfied. The remaining \$637 are repair costs which include \$53.01 that has previously been ordered (file #17516).

The Applicant provided work orders and invoices for the work done to repair the alleged tenant damages. In my opinion, the repairs were made necessary due to the negligence of the Respondent or persons they permitted on the premises. I find the repair costs of \$583.99 to be reasonable.

Taking into consideration the unsatisfied order for repair costs of \$53.01, an order shall issue requiring the Respondent to pay the Applicant rent arrears of \$256.14 and repair costs of \$583.99.

In my opinion, there are adequate grounds to terminate the tenancy agreement and evict the Respondent. This tenancy agreement was previously terminated and the Respondent was given another opportunity. The Respondent has again fallen into arrears of rent and continues to damage the premises. The Applicant requested the termination be effective only if the rent and repair costs were paid in full by August 2023.

An order shall issue terminating the tenancy agreement on August 10, 2023, unless the rent arrears and repair costs in the amount of \$893.14 plus the assessed rents for June, July, and August 2023 have been paid in full. An eviction order shall become effective on August 11, 2023, unless the conditions of the termination order have been fully satisfied. An order to pay future rent is not necessary as that order has been previously issued and remains in effect.

Hal Logsdon
Rental Officer