File #18089

IN THE MATTER between **H.N.**, Applicant, and **T.B.**, 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,

BETWEEN:

H.N.

Applicant/Landlord

-and-

T.B.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **December 12, 2023**

Place of the Hearing: **Yellowknife, NT via teleconference**

Appearances at Hearing: **D.W., representing the Applicant**

T.B., Respondent

Date of Decision: **December 12, 2023**

REASONS FOR DECISION

The tenancy agreement between the parties was monthly and commenced on March 27, 2014, 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 the alleged rent arrears and repair costs, terminating the tenancy agreement and evicting the Respondent. The Applicant stated that since the application was filed, the Respondent had satisfied their obligation to report the household income and withdrew their original request for an order to report income.

The Applicant provided a lease balance statement in evidence indicating a balance of rent owing as at December 1, 2023 in the amount of $6839.52 and an outstanding balance of $1410.31 to replace a broken door. A work order and invoice for the door repair was also provided by the Applicant. The Applicant stated that since December 1st, no payments had been received.

A previous order (file 16150, filed on September 28, 2018) required the Respondent to pay rent arrears and repair costs and terminated the tenancy agreement unless the Respondent paid the next three months rent plus an additional $390. The Respondent avoided termination and has fully satisfied that order.

The Respondent did not dispute the rent arrears or the damage to the door. The Respondent stated however, they were not entirely satisfied with the repair, stating that the insulation and trim around the door frame was not satisfactory. The Applicant should inspect the door repair to ensure reasonable workmanship and do further repairs if necessary. The Respondent may consider making a future application if the repair remains unsatisfactory.

I find the Respondent in breach of their obligation to pay rent and their obligation to repair damages to the premises. I find rent arrears of $6839.52 and remaining door repair costs of $1410.31.

The Applicant stated that they would be satisfied to continue the tenancy agreement if the monthly rent plus an additional reasonable payment was paid every month. The Respondent stated that they could pay the monthly assessed rent plus an additional $75/month.

An order shall issue requiring the Respondent to pay the Applicant rent arrears of $6839.52 and repair costs of $1410.31 and pay the monthly assessed rent on time.

The tenancy agreement shall be terminated on April 30, 2024 unless the assessed rents for January, February, March and April, 2024 and at least $300 of the rent arrears have been paid. An eviction order shall become effective on May 1, 2023 if the tenancy is terminated.

Hal Logsdon
Rental Officer