

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY**, Applicant,
and **DARLEEN GROSSETETE AND RON GROSSETETE**, 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 the rental premises at **FORT SIMPSON, NT**.

BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

- and -

DARLEEN GROSSETETE AND RON GROSSETETE

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent, Ron Grossetete, shall pay the applicant rent arrears in the amount of nine hundred seven dollars and forty four cents (\$907.44).

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of March,
2003.

Hal Logsdon
Rental Officer

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FORT SIMPSON HOUSING AUTHORITY

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-and-

DARLEEN GROSSETETE AND RON GROSSETETE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: February 20, 2003

Place of the Hearing: Fort Simpson, NT

Appearances at Hearing: Hilda Gerlock, representing the applicant

Date of Decision: March 25, 2003

REASONS FOR DECISION

The respondents were served with Notices of Attendance on February 12, 2003 but failed to appear at the hearing. The hearing was held in their absence.

The applicant noted that the respondents had terminated the tenancy agreement on or about December 25, 2002 when they vacated the premises. The applicant alleged that the respondents had failed to pay the full amount of rent owing and had failed to repair damages to the premises which were the result of their negligence. The applicant sought an order requiring the respondents to pay the alleged rent arrears and costs related to the repair of the alleged damages.

The applicant provided a copy of the tenant ledger which indicated a balance owing of \$3105.18. The applicant indicated that of this amount, \$2041.18 represented costs of repair while the remainder, \$1064 represented rent arrears. The applicant also provided copies of work orders in support of the allegations pertaining to tenant damages.

No tenancy agreement was provided by the applicant but it appears from the ledger that the applicant and Ronald Grossetete entered into a tenancy agreement for PH #27 in September, 2000. In October, 2001 rent and charges for tenant damages for unit RS #2, in the name of Darlene Grossetete, were added to the account. There is no indication that a tenancy agreement with Darlene Grossetete and Ronald Grossetete as joint tenants was executed after that date.

Ronald Grossetete's name alone continues to appear on the ledger after October, 2001. There is

no evidence to suggest that Ronald Grossetete is responsible for the rent arrears or tenant damage charges which were transferred to his account or any evidence to suggest that Darlene Grossetete is responsible for any rent or tenant damage charges after she vacated unit RS #2 in October 2001.

Considering only the rent and tenant damage charges for PH #27, I find the following balances, as per the tenant ledger:

Rent due (Sept. 01/2000 to Nov. 30, 2002)	\$1072.00
Costs of repair - tenant damages	1739.33
Rent paid	<u>(247.00)</u>
Balance	\$2564.33

Several of the alleged repair costs have no documentation to indicate the nature of the damage or repairs undertaken. In my opinion, it is reasonable to expect work orders or other reasonable evidence to ensure the work was required to repair tenant damages and that the costs were reasonable. The following charges on the ledger did not have any corresponding documentation and are therefore denied:

November 14, 2001	\$418.73
December 11, 2001	693.61
January 23, 2002	145.09
February 21, 2002	<u>257.33</u>
Total	\$1514.76

The ledger also indicates that a security deposit of \$130 was paid by Ronald Grossetete with respect to PH #27. The applicant indicated that it had been retained. Taking into account the accrued interest, I find the total amount retained to be \$142.13.

Applying the rent paid and the retained security deposit first to repair costs, I find that Ronald Grossetete breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$907.44, calculated as follows:

Rent arrears (from ledger)	\$1072.00
Repairs of damages (from ledger)	1739.33
Rent paid	(247.00)
Denied repair costs	(1514.76)
Security deposit & interest	<u>(142.13)</u>
Balance owing	\$907.44

An order shall be issued requiring Ronald Grossetete to pay the applicant rent arrears in the amount of \$907.44.

No order shall issue against Darleen Grossetete. The alleged rent arrears and charges for alleged tenant damages were incurred during a tenancy agreement which was terminated in October, 2001. Pursuant to section 68 of the *Residential Tenancies Act*, an application shall be made within six months of the alleged breach of an obligation. I see no reason to extend the limitation in these circumstances.

Hal Logsdon
Rental Officer