

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
HOWARD SIMON ELLEZE AND JENNIFER LEE SIMBA, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **KAKISA, NT**.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

HOWARD SIMON ELLEZE AND JENNIFER LEE SIMBA

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair costs in the amount of thirty five thousand nine hundred twenty seven dollars and sixty three cents (\$35,927.63).

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of
December, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
HOWARD SIMON ELLEZE AND JENNIFER LEE SIMBA, 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.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

-and-

HOWARD SIMON ELLEZE AND JENNIFER LEE SIMBA

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: November 6, 2014

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Yvonne Burke, representing the applicant
Leon Nason, representing the applicant

Date of Decision: December 2, 2014

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The tenancy agreement between the parties was terminated by order on February 28, 2014 (file #10-13820, filed on February 10, 2014). The applicant confirmed that they gained possession of the premises on that day.

The applicant alleged that the respondents had severely damaged the premises, in part by permitting the unit to freeze. The applicant stated that the respondents had left the premises vacant between September and December, 2013 without advising the landlord of their absence or providing any protection of the premises during their absence. The written tenancy agreement between the parties obligates the tenant to inform the landlord if the premises is to be left unoccupied for more than 24 hours between October 1 and April 30.

The applicant conducted a detailed inspection of the premises on March 17, 2014 including a repair estimate of \$55,575 of which \$36,450 was considered directly attributable to repairs of tenant damage. The applicant also provided a document indicating that the contract to undertake the repairs was actually \$78,787.50, considerably more than the repair estimate. The applicant also provided numerous photographs in evidence.

A check-in inspection report provided by the applicant at the previous hearing indicates that the premises were new when the respondents took possession in January, 2008.

The tenancy agreement between the parties indicates that they hold a security deposit of \$500. There was no evidence that a security deposit statement was produced by the applicant and the deposit and interest was not applied against the rent arrears in the previous order. I calculate the interest on that deposit to be \$22.37.

I have reviewed the inspection report prepared in March, 2014 and the estimates to repair the tenant damages. I am satisfied that the repairs were made necessary due to the tenants' negligence. Many of the more serious damages resulted from leaving the house unattended in the winter and failing to advise the landlord of their absence. Whether the heating system malfunctioned or the house ran out of fuel is not entirely clear but the tenants' failure to provide any oversight during their absence or to notify the landlord of their absence constitutes negligence as well as a breach of the tenancy agreement. I suspect that the proportion of the \$78,787.50 required for the repair of the tenant damages is higher than the \$36,450 sought by the applicant but I am satisfied that the applicant's estimate is reasonable.

I find the respondents in breach of their obligation to repair damages to the rental premises and find reasonable repair costs of \$36,450. Taking into consideration the retained security deposit and accrued interest, an order shall issue requiring the respondents to pay the applicant repair costs of \$35,927.63 calculated as follows:

Security deposit	(500.00)
Interest	(22.37)
Repair costs	<u>36,450.00</u>
Amount owing applicant	\$35,927.63

Hal Logsdon
Rental Officer