

IN THE MATTER between **NTHC**, Applicant, and **K.P. and R.E.**, 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 **Adelle Guigon**, Rental Officer,

BETWEEN:

**NTHC**

Applicant/Landlord

-and-

**K.P. and R.E.**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>June 7, 2016</b>
<b><u>Place of the Hearing:</u></b>	<b>Fort Liard, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>E.M., representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>June 7, 2016</b>

**REASONS FOR DECISION**

An application to a rental officer made by FLSH as the applicant/landlord against K.P. and R.E. as the respondents/tenants was filed by the Rental Office March 2, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Fort Liard, Northwest Territories. The applicant personally served a copy of the filed application on the respondents April 4, 2016.

The applicant alleged in the application that the respondents were repeatedly late paying their rent and had accumulated rental arrears. An order was sought for payment of the rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for June 7, 2016, in Fort Liard, Northwest Territories. The rental officer appeared by telephone. Ms. E.M. appeared representing the applicant. Ms. K.P. and Mr. R.E. were served notices of the hearing by registered mail signed for May 27, 2016. Neither Ms. P. nor Mr. E. appeared at the hearing, nor did anyone appear on their behalf. The hearing proceeded in their absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

*Preliminary matters*

The application to a rental officer identified the landlord as FLSH. The written tenancy agreement identified the landlord as NTHC with FLSH as its agent. It was deemed appropriate to identify the applicant/landlord as the NTHC. The style of cause will be amended accordingly going forward.

*Previous orders*

Rental Officer Order Number 10-14821 dated October 14, 2015, required the respondents to pay rental arrears in the amount of \$6,390, to pay their rent on time in the future, and terminated their tenancy agreement November 30, 2015, unless household income was reported for July to October 2015.

*Tenancy agreement*

The applicant's representative testified and provided evidence establishing a tenancy agreement between the parties for subsidized public housing commencing December 21, 2010. The respondents abandoned the rental premises in April 2016, subsequent to being served with the filed application to a rental officer. The applicant reclaimed possession of the rental premises upon conducting an exit inspection in the respondents' absence on April 8, 2016. I am satisfied a valid tenancy agreement was in place between the parties for subsidized public housing in accordance with the Act. I am further satisfied the tenancy was terminated by the respondents' abandonment effective April 8, 2016.

*Rental arrears*

The lease balance statements entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respondents' rent account. I am satisfied the statements accurately reflect the current status of the respondents' rent account. I find the respondents have accumulated rental arrears in the amount of \$9,380.

*Cleaning and replacement of keys*

The applicant's representative testified and provided evidence establishing the condition of the rental premises at the time the respondents abandoned it. The premises were left in a state which required the applicant to have thoroughly cleaned at a cost to them of \$446.54.

The applicant's representative further testified that the respondents had failed to return the keys to the premises, requiring the applicant to replace them at a cost of \$200.

I am satisfied the respondents are liable for the costs incurred to return the rental premises to a state of ordinary cleanliness and to replace the keys to the premises. I find the respondents liable for the total costs to clean and repair in the amount of \$646.54.

*Security deposit*

The applicant's representative testified and provided evidence establishing that the respondents had paid a security deposit in the amount of \$700 which had accumulated interest in the amount of \$1.48. The total security deposit was retained by the applicant against the cleaning and repairs costs, and the rental arrears. I am satisfied the retention of the security deposit was appropriate.

Applying the total security deposit of \$701.48 against the cleaning and repairs costs first leaves a credit to the respondents in the amount of \$54.94. This credit was applied against the rental arrears, reducing the total rental arrears to \$9,325.06.

At hearing I neglected to account for the rental arrears ordered paid under Rental Officer Order Number 10-14821 of \$6,390. The current total rental arrears includes this amount previously ordered, and Rental Officer Order Number 10-14821 remains enforceable. As such, the order for payment under the current application will account for the difference between the total current rental arrears and the rental arrears ordered under Rental Officer Order Number 10-14821, amounting to \$2,935.06.

*Order*

An order will issue requiring the respondents to pay additional rental arrears in the amount of \$2,935.06.

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Adelle Guigon  
Rental Officer