

IN THE MATTER between **NTHC**, Applicant, and **M.B. and R.M.**, 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-

**M.B. and R.M.**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>June 8, 2016</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>E.B., representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>June 8, 2016</b>

### **REASONS FOR DECISION**

An application to a rental officer made by THA on behalf of the NTHC as the applicant/landlord against M.B. and R.M. as the respondents/tenants was filed by the Rental Office March 3, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Tsiigehtchic, Northwest Territories. The applicant personally served a copy of the filed application on the respondents March 30, 2016.

The applicant alleged the respondents had accumulated rental arrears, caused damages to the rental premises, and repeatedly failed to make agreed upon payments against their account since vacating the rental premises. An order was sought for payment of the rental arrears and payment of costs associated with repairing damages.

A hearing was scheduled for June 8, 2016, by three-way teleconference. E.B. appeared representing the applicant. Ms. M.B. and Mr. R.M. were sent notices of the hearing by registered mail deemed served May 23, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Attempts to contact the respondents at the telephone number provided on file were unsuccessful. Neither Ms. B. nor Mr. M. appeared at hearing, nor did anyone appear on their behalf. The hearing proceeded in their absence pursuant to section 80(2) of the Act.

#### *Tenancy agreement*

The applicant's representative testified and provided evidence establishing a tenancy agreement between the parties for subsidized public housing commencing in March 2011 and ending August 10, 2015. I am satisfied a valid tenancy agreement was in place between the parties for subsidized public housing during this period in accordance with the Act.

#### *Delay in making application*

The applicant's representative testified that upon the respondents vacating the rental premises they had verbally agreed on multiple occasions to make payments against the accumulated arrears and costs of repairs. None of the verbal promises were honoured. The last

communication between the parties was effected in January 2016. The applicant waited to file an application after having given the respondents ample opportunity to comply with their promises to pay. Being satisfied that it would not be unfair to grant an extension to the time for making this application pursuant to section 68(3) of the Act, the hearing was permitted to proceed.

*Rental arrears*

The lease balance statements and client aged details 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 \$1,464.11.

*Damages*

The client aged details, work order, and tenant check-in/out condition report entered into evidence by the applicant support their allegations that the respondents caused damages to the rental premises. The repairs consisted of replacing the kitchen counter top due to pot burn marks, replacing two kitchen cabinet doors, replacing a missing fire extinguisher, repairing dart holes in the walls of one bedroom, and repainting the walls in the same bedroom due to the hole repairs and bingo dabber marks. I am satisfied the damages claimed are the respondents' responsibility to repair. I find the respondents liable for the costs of repairs in the amount of \$1,993.46.

*Orders*

An order will issue requiring the respondents to pay rental arrears in the amount of \$1,464.11 and to pay the costs of repairs in the amount of \$1,993.46.

---

Adelle Guigon  
Rental Officer