

IN THE MATTER between **NTHC**, Applicant, and **J.R.**, 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 **Adelle Guigon**, Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

J.R.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 14, 2016

Place of the Hearing: Fort McPherson, Northwest Territories

Appearances at Hearing: S.W., representing the applicant

Date of Decision: June 14, 2016

REASONS FOR DECISION

An application to a rental officer made by FMHA on behalf of the NTHC as the applicant/landlord against J.R. as the respondent/tenant was filed by the Rental Office March 14, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Fort McPherson, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for April 4, 2016.

The applicant alleged the respondent had repeatedly failed to pay rent on time, had accumulated rental arrears, and had caused damages to the rental premises. An order was sought for payment of rental arrears, payment of costs of repairs, termination of the tenancy agreement, eviction, and compensation for use and occupation.

A hearing was scheduled for June 14, 2016, in Fort McPherson, Northwest Territories. The rental officer appeared by telephone. Ms. S.W. appeared for the applicant. Ms. J.R. was sent notice of the hearing by registered mail deemed served May 31, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Ms. R. did not appear at hearing, nor did anyone appear on her behalf. The hearing proceeded in her 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 January 27, 2015. Since filing of this application to a rental officer, the respondent vacated the rental premises and an exit inspection was conducted with the respondent's mother present on March 22, 2016. I am satisfied a valid tenancy agreement for subsidized public housing was in place between the parties in accordance with the Act.

Security deposit

Upon commencement of the tenancy agreement, the respondent had paid a security deposit in the amount of \$1,000. Upon termination of the tenancy agreement, the applicant calculated interest on the security deposit in the amount of \$0.08 and credited the respondent's rent account in the total amount of \$1,000.08.

Rental arrears

The lease balance statement entered into evidence by the applicant represents the landlord's accounting of monthly assessed rents and payments made against the respondent's rent account. I am satisfied the statement accurately reflects the current status of the respondent's rent account.

I find the respondent had accumulated rental arrears at the termination of the tenancy in the amount of \$470. The applicant appropriately withheld the security deposit, effectively resolving the rental arrears and leaving a security deposit credit in the amount of \$530.08.

Repairs

The applicant's representative testified and provided evidence establishing damages to the rental premises caused by the respondent or persons permitted in the rental premises by the respondent during her tenancy consisting of: a damaged exterior door latch; a broken porch window; a damaged bedroom window handle; a damaged medicine cabinet in the bathroom; holes and marks in walls of the porch, hallway, and interior doors. The total costs for repairs invoiced by the applicant amount to \$1,053.05. I am satisfied the damages claimed were caused by the respondent or persons permitted in the rental premises by the respondent during her tenancy.

I find the respondent liable for the costs of repairs to the rental premises in the amount of \$1,053.05. After applying the remaining security deposit credit of \$530.08 against the costs of repairs, I find the remaining amount due by the respondent is \$522.97.

Orders

An order will issue requiring the respondent to pay costs to repair damages to the rental premises in the amount of \$522.97.

Adelle Guigon
Rental Officer