

IN THE MATTER between **NTHC**, Applicant, and **L.M. and J.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-

L.M. and J.M.

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 6, 2016
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	G.A., representing the applicant L.H., representing the applicant L.M., respondent
<u>Date of Decision:</u>	July 6, 2016

REASONS FOR DECISION

An application to a rental officer made by the NTHC as the applicant/landlord against L.M. and J.M. as the respondents/tenants was filed by the Rental Office April 4, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Whati, Northwest Territories. The applicant personally served a copy of the filed application on the respondents April 5, 2016.

The applicant alleged the respondents had repeatedly failed to pay rent and had accumulated rental arrears. An order was sought for payment of the rental arrears, that future rent be paid on time, and to terminate the tenancy agreement. The application was later amended to include a claim for costs of repairs of damages documented after the respondents vacated the rental premises.

A hearing was scheduled for July 6, 2016, by three-way teleconference. Ms. G.A. and Ms. L.H. appeared representing the applicant. Ms. L.M. appeared as respondent. Mr. J.M. was sent notice of the hearing by registered mail to the last known address in Whati, which was the same as Ms. M.'s address. Ms. M. indicated that Mr. M. had moved back to Behchoko and she forwarded his notice to him there. Mr. M. did not appear at hearing, nor did anyone appear on his behalf. I was satisfied Mr. M. was served with notice of the hearing and the hearing proceeded in his absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between the applicant and respondents for subsidized public housing commencing November 21, 2011. Since filing of the application, the respondents vacated the rental premises and the applicant regained possession on May 31, 2016. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

Rental arrears

The parties agreed and evidence was presented establishing rental arrears had accumulated up to the date the respondents vacated the rental premises in the amount of \$7,243. I find the respondents have accumulated rental arrears in the amount of \$7,243.

Repairs

The parties agreed and evidence was presented establishing the presence of multiple nail and screw holes, scrapes, marks, and deep gouges in the living room walls of the rental premises. The applicant claimed a cost of \$2,700 to effect the necessary repairs and repainting, providing a confirmation email from the contractor hired to do the work. The respondent did not dispute that the work was necessary and the respondents' responsibility, but questioned the amount being claimed to complete it. A review of the photographs of the damages satisfies me that the quantum charged by the contractor is reasonable considering the amount of work that was necessary.

Additional evidence was submitted regarding damages occurring in 2005. This claim was denied as it is well past the time for making an application and it consisted of damages from a prior tenancy agreement.

I find the respondents failed to comply with their obligation to repair damages caused by the negligent or wilful conduct of the tenants or the tenants' guests. I find the respondents liable for the costs to repair the damages in the amount of \$2,700.

Orders

An order will issue requiring the respondents to pay rental arrears in the amount of \$7,243 and to pay costs of repairs in the amount of \$2,700.

Adelle Guigon
Rental Officer