

IN THE MATTER between **NTHC**, Applicant, and **S.S.**, 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-

S.S.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 30, 2016

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: A.G., representing the applicant

Date of Decision: June 30, 2016

REASONS FOR DECISION

An application to a rental officer made by FPHA on behalf of the NTHC as the applicant/landlord against S.S. as the respondent/tenant was filed by the Rental Office April 6, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Fort Providence, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for May 2, 2016.

The applicant alleged the respondent had repeatedly failed to pay rent, had accumulated rental arrears, and had caused damages to the rental premises. An order was sought for payment of the rental arrears, payment for costs to repair, and termination of the tenancy agreement.

A hearing was scheduled for June 30, 2016, by three-way teleconference. Ms. A.G. appeared representing the applicant. Mr. S.S. was sent notice of the hearing by registered mail deemed served June 14, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Mr. S. was not present at hearing, nor did anyone appear on his behalf. The hearing proceeded in his absence pursuant to section 80(2) of the Act.

Tenancy agreement

The applicant's representative testified and provided evidence establishing a residential tenancy agreement between the parties for subsidized public housing commencing October 1, 2015. Subsequent to the filing of this application, the respondent vacated the rental premises April 30, 2016. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

Rental arrears

The lease balance statements entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respondent's rent account. I am satisfied the statements accurately reflect the current status of the respondent's rent account. I find the respondent has accumulated rental arrears in the amount of \$124.97.

Repairs

The applicant's representative testified and presented evidence establishing that three sealed windows were broken in February 2016. These were not reported to the landlord upon occurring; rather they were discovered by the landlord during a home visit on February 26, 2016. I am satisfied the respondent is responsible for the damages and I find the respondent liable for the costs to repair the damages in the amount of \$1,014.71.

Termination of the tenancy

Due to the respondent having vacated the rental premises, the applicant's request to terminate the tenancy agreement is moot.

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$124.97 and to pay the costs of repairs in the amount of \$1,014.71.

Adelle Guigon
Rental Officer