

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

**B.N.**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>August 10, 2016</b>
<b><u>Place of the Hearing:</u></b>	<b>Tsiigehtchic, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>E.B., representing the applicant B.N., respondent</b>
<b><u>Date of Decision:</u></b>	<b>August 10, 2016</b>

**REASONS FOR DECISION**

An application to a rental officer made by THA on behalf of the NTHC as the applicant/landlord against B.N. as the respondent/tenant was filed by the Rental Office May 11, 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 respondent May 27, 2016.

The applicant alleged the respondent was responsible for fire damages and other damages to the rental premise, and was responsible for compromising the safety of other tenants in the residential complex. An order was sought for payment of costs of repairs, termination of the tenancy agreement, and eviction.

A hearing was scheduled for August 10, 2016, in Tsiigehtchic, Northwest Territories. The rental officer appeared by telephone. Ms. E.B. appeared representing the applicant. Ms. B.N. appeared as respondent.

*Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing October 1, 2015. The respondent vacated the rental premises May 2, 2016. This occurred after the applicant sent the application to a rental officer in for filing and before the application was received at the Rental Office. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the *Residential Tenancies Act*. I am satisfied that tenancy agreement ended May 2, 2016, making the applicant's request to terminate the tenancy agreement and evict the tenant no longer relevant.

### *Repairs*

The parties agreed and evidence was submitted establishing that a kitchen fire occurred in the rental premises on March 28, 2016, causing damages to the stove, range hood, and wall around the stove. An inspection also found the smoke detector had been disabled, the fire extinguisher had been used, and the main door and trim to the unit had been damaged. The applicant claimed charges to: replace the stove and range hood; repair the wall, door, and trim; replace the smoke detector and fire extinguisher; and call out charges totalling \$2,305.95.

The respondent did not dispute any of the charges being claimed, accepting responsibility for the consequences of the fire and the damages to the door.

Section 23 of the tenancy agreement specifies that the landlord will pay for the replacement or recharging of the fire extinguisher if it is used to fight a fire. It is clear from the evidence submitted that the fire extinguisher in this case was in fact used to fight the kitchen fire. As such, the applicant's request for costs to replace or recharge the fire extinguisher in the amount of \$49.34 is denied.

The applicant's representative testified that the respondent has paid \$300 against the costs of repairs, and a \$55 rent credit has also been applied against the repairs balance. After deducting the fire extinguisher claim, I find the respondent liable for costs to repair damages to the rental premises in the remaining amount of \$1,901.61.

### *Order*

An order will issue requiring the respondent to pay costs of repairs in the remaining amount of \$1,901.61.

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Adelle Guigon  
Rental Officer