

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

L.F.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 27, 2016

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: E.B., representing the applicant

Date of Decision: July 27, 2016

REASONS FOR DECISION

An application to a rental officer made by THA on behalf of the NTHC as the applicant/landlord against L.F. as the respondent/tenant was filed by the Rental Office June 1, 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 June 27, 2016.

The applicant alleged the respondent had compromised the safety of other tenants in the residential complex, had caused damages to the rental premises, had left the premises in an unclean condition, and had accumulated rental arrears. An order was sought for payment of rental arrears, payment of costs to repair and clean the rental premises, termination of the tenancy agreement, and eviction.

A hearing was scheduled for July 27, 2016, by three-way teleconference. Ms. E.B. appeared representing the applicant. Mr. L.F. was sent notice of the hearing by registered mail deemed served July 13, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Mr. F. did not appear 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 tenancy agreement between the parties for subsidized public housing commencing April 1, 2012. After the applicant mailed in the application for filing, the respondent vacated the rental premises and possession was reclaimed by the landlord May 27, 2016, making the applicant's request for termination and eviction no longer necessary. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

Rental arrears

The applicant's representative testified that the respondent had accumulated rental arrears in the amount of \$1,601. However, the lease ledger provided into evidence representing the landlord's accounting of monthly assessed rents and payments made against the respondent's rent account reflect a balance owing of \$1,610. I am satisfied the applicant's representative simply transposed numbers in her reading in of the balance owing. All rents have been subsidized. I find the respondent has accumulated rental arrears in the amount of \$1,610.

Repairs and cleaning

On May 5, 2016, a kitchen fire occurred in the rental premises caused by the respondent's negligence. The applicant provided reports from the local fire chief supporting the assessment of the cause of the fire. Photographs of the fire damage were taken at that time.

When the respondent vacated the rental premises, the applicant documented the condition of the premises with photographs and issued work orders to effect the necessary repairs and cleaning. Costs of repairs and cleaning claimed against the respondent include: patching and painting a hole in the bedroom wall; replacing a receptacle cover; replacing the smoke detector; repairing two window screens; replacing the front door, jamb, and trim; and cleaning throughout for a total claim of \$1,363.53.

Based on the evidence and testimony provided, I am satisfied the respondent caused the claimed damages to the rental premises through his own wilful or negligent conduct. I find the respondent liable to the applicant for costs associated with effecting repairs and cleaning the rental premises in the total amount of \$1,363.53.

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$1,610 and to pay costs of repairs and cleaning in the amount of \$1,363.53.

Adelle Guigon
Rental Officer