

IN THE MATTER between **NTHC**, Applicant, and **G.P.**, 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-

G.P.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 16, 2016

Place of the Hearing: Tuktoyaktuk, Northwest Territories

Appearances at Hearing: L.P., representing the applicant
B.L., representing the applicant

Date of Decision: June 16, 2016

REASONS FOR DECISION

An application to a rental officer made by THA as the applicant/landlord against G.P. as the respondent/tenant was filed by the Rental Office March 4, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Tuktoyaktuk, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for June 1, 2016.

The applicant alleged the respondent had accumulated rental arrears and had caused damages to the rental premises. An order was sought for payment of the rental arrears and payment for the costs of repairs.

A hearing was scheduled for June 16, 2016, in Tuktoyaktuk, Northwest Territories. Ms. L.P. appeared representing the applicant. Mr. B.L. appeared by telephone representing the applicant. Mr. G.P. was served notice of the hearing by registered mail signed for June 1, 2016. Mr. P. 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 *Residential Tenancies Act* (the Act).

Preliminary matters

The application to a rental officer identified the landlord as THA. The written tenancy agreement identified the landlord as NTHC with THA as its agent. The parties agreed at hearing that the applicant/landlord should be properly identified as NTHC. The style of cause going forward will be amended accordingly.

Tenancy agreement

The applicant's representatives testified and provided evidence substantiating a tenancy agreement between the parties for subsidized public housing commencing August 1, 2014. It was further established at hearing that the respondent had vacated the rental premises on September 30, 2015. I am satisfied a valid tenancy agreement was in place between the parties for subsidized public housing in accordance with the Act.

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Rental arrears

The tenant ledger cards entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respondent's rent account. All rents have been subsidized. I am satisfied the tenant ledger cards accurately reflect the current status of the respondent's rent account. I find the respondent has accumulated rental arrears in the amount of \$778.73.

Damages

The applicant submitted evidence establishing damages to the rental premises discovered at the end of the tenancy consisting of substantial pin holes and other marks in the walls requiring patching and painting. The fire extinguisher was also discharged. As the entire rental premises required mudding, taping, and painting in addition to the repairs of tenant damages, the applicant only claimed 50 percent of the costs against the respondents. The total amount claimed against the respondents for the patching, painting, and replacement of the fire extinguisher is \$1,307.31.

I am satisfied the damages claimed were caused by the respondent and/or persons he permitted in the premises. I find the respondent has failed to comply with his obligation to repair the damages. I find the respondent liable to the applicant for the costs to effect repairs in the total amount of \$1,307.31.

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$778.73 and to pay the costs of repairs in the amount of \$1,307.31.

Adelle Guigon
Rental Officer