

IN THE MATTER between **AEL**, Applicant, and **RD**, 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:

**AEL**

Applicant/Landlord

-and-

**RD**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** September 7, 2016

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** AS, representing the applicant

**Date of Decision:** September 7, 2016

**REASONS FOR DECISION**

An application to a rental officer made by AEL as the applicant/landlord against RD as the respondent/tenant was filed by the Rental Office May 11, 2016. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The applicant personally served a copy of the filed application on the respondent May 19, 2016.

The applicant alleged the respondent had failed to vacate the rental premises after termination of her employment, had repeatedly failed to pay rent, had accumulated rental arrears, and had caused extensive damage to the rental premises. An order was sought for payment of rental arrears, payment of costs for repairs, and eviction.

A hearing was scheduled for September 7, 2016, by three-way teleconference. Mr. AS appeared representing the applicant. Ms. RD was personally served with notice of the hearing on August 31, 2016. The respondent did not appear at hearing, nor did anyone appear on her behalf. The hearing proceeded in her absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

*Tenancy agreement*

The applicant's representative testified and provided evidence establishing a residential tenancy agreement between the parties for rental premises provided as a benefit of employment commencing October 1, 2014. The monthly rent was set at \$1,800. A security deposit of \$900 was paid. The respondent's employment was terminated, effectively ending her employment, and the respondent vacated the rental premises by the end of May 2016 (after the application to a rental officer was filed). The applicant's representative withdrew the applicant's request for an eviction order as it is no longer necessary. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

### *Damages*

The application included a claim for costs of repairs of damages including: holes in the walls; stained carpets; stained and damaged bathroom appliances; damaged kitchen sink, counter top, and cabinet doors; damaged front exterior door; and damaged bedroom doors. The claim was qualified as a “rough estimate” of the damages, and the applicant’s representative consulted a contractor who estimated the costs of repairs to be at least \$20,000. The applicant’s representative further indicated a complete cost assessment would be conducted once the respondent moved out of the rental premises.

No supporting documents were submitted, either with the application or subsequent to filing of the application. There is no entry inspection report. There is no exit inspection report. There are no photographs. There was no indication of whether or not the repairs have been effected since the respondent vacated the rental premises. There are no receipts or invoices. As such, I am not satisfied at this point that there are damages to the rental premises, nor am I satisfied at this point that any of the claimed damages are the respondent’s liability. The applicant’s claim for costs of repairs is denied, albeit without prejudice. If the applicant wishes, they may file a new application to a rental officer specific to their claim for costs of repairs once those repairs have been completed and the applicant has a specific monetary claim with supporting evidence. Time limitations set out under section 68 of the Act should be taken into consideration by the applicant when deciding whether or not to file an application.

### *Rental arrears*

The applicant’s representative testified and provided evidence supporting the claim for rental arrears. A table of records of rent payment provided subsequent to the hearing (as requested) indicates the security deposit and rents for November 2014 to September 2015 were paid in cash, but the rents for October 2015 to May 2016 were not paid. The applicant also provided as part of the application two notices to the respondent regarding her rental arrears. I am satisfied the respondent repeatedly failed to pay her rent.

The security deposit of \$900 earned interest in accordance with the Act and *Residential Tenancies Regulations* (the Regulations) in the amount of \$0.39. The applicant appropriately withheld the total security deposit against the rental arrears. After application of the total security deposit, I find the respondent has accumulated rental arrears in the amount of \$13,499.61.

*Orders*

An order will issue requiring the respondent to pay rental arrears in the amount of \$13,499.61.

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Adelle Guigon  
Rental Officer