

IN THE MATTER between **NTHC**, Applicant, and **DT and JT**, Respondents.

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-

DT and JT

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 13, 2016
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	LB, representing the applicant DT, respondent JT, respondent
<u>Date of Decision:</u>	September 13, 2016

REASONS FOR DECISION

An application to a rental officer made by DHA on behalf of the NTHC as the applicant/landlord against DT and JT as the respondents/tenants was filed by the Rental Office July 20, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Deline, Northwest Territories. The applicant personally served the filed application on the respondents July 27, 2016.

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

A hearing was scheduled for September 13, 2016, by three-way teleconference. Mr. LB appeared representing the applicant. Ms. DT appeared as respondent. Mr. JT appeared as respondent, arriving approximately 34 minutes into the hearing.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing February 1, 2014. The parties agreed the tenancy ended April 6, 2016. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

Security deposit and rental arrears

The parties agreed and evidence was presented establishing that the respondents had paid a security deposit of \$1,445. Interest calculated on the security deposit amounts to \$0.95.

The lease balance statement and lease ledger entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respondents' rent account. All rents have been subsidized based on reported household income. The respondents did not dispute the accuracy of the accounting and acknowledged their rental arrears.

I find the respondents have accumulated rental arrears in the amount of \$1,366.20. I am satisfied the applicant's retention of the security deposit of \$1,445.95 against the rental arrears is appropriate. As such, I find the respondents have a credit of \$79.75 to their rent account. It was agreed at hearing that this credit could be applied to the costs of repairs discussed below.

Repairs

The parties agreed and evidence was presented establishing extensive damages to the rental premises discovered upon termination of the tenancy agreement. The damages consisted of: holes in the walls of the entrance, hallway, living room, and one bedroom; a hole in the bathroom door; and a cracked one bedroom door jamb. The respondents did not dispute either the extent of the damages or the costs claimed to effect the necessary repairs. JT admitted to causing all the damages and accepted sole responsibility for the costs of repairs.

I am satisfied extensive damages to the rental premises were caused by the respondent JT's actions. I find the respondent JT solely liable for the costs of repairs in the amount of \$4,994.76, which includes the security deposit credit of \$79.75.

Orders

An order will issue requiring the respondent JT to pay the costs of repairs in the amount of \$4,994.76.

Adelle Guigon
Rental Officer