

IN THE MATTER between **NTHC**, Applicant, and **CR**, 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-

CR

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 4, 2016
<u>Place of the Hearing:</u>	Fort Smith, Northwest Territories
<u>Appearances at Hearing:</u>	CS, representing the applicant AH, representing the applicant
<u>Date of Decision:</u>	October 4, 2016

REASONS FOR DECISION

An application to a rental officer made by FSHA as the applicant/landlord against CR as the respondent/tenant was filed by the Rental Office April 28, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The applicant sent a copy of the filed application to the respondent's last known address by registered mail deemed served May 20, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act).

The applicant alleged the respondent had failed to pay rent, had accumulated rental arrears, had caused damages to the rental premises, and had left the rental premises in an unclean state. An order was sought for payment of the rental arrears and payment of costs for repairs and cleaning.

A hearing was scheduled for October 4, 2016, in Fort Smith, Northwest Territories. The rental officer appeared by telephone. Mr. CS and Ms. AH appeared representing the applicant. Ms. CR was sent notice of the hearing to her last known address by registered mail deemed served September 15, 2016. The respondent did not appear at hearing, nor did anyone appear on her behalf. The hearing proceeded in the respondent's absence pursuant to section 80(2) of the Act.

Preliminary matters

The application to a rental officer identified the landlord as FSHA. The written tenancy agreement identified the landlord as NTHC with FSHA as its agent. I am satisfied that the applicant/landlord should appropriately be identified as NTHC, and the style of cause going forward will reflect the applicant/landlord as such.

Tenancy agreement

The applicant's representatives testified and provided evidence establishing a residential tenancy agreement between the parties for subsidized public housing commencing March 7, 2010. The respondent vacated the premises some time between September 14 and September 25, 2015. The applicant conducted an exit inspection on September 25, 2015, reclaiming possession of the rental premises on that date. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

Rental arrears

The lease balance statements 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 based on reported household income. I am satisfied the statements accurately reflect the monthly assessed rents and payments received against the respondent's rent account. Also reflected in the statements is the retention of the respondent's security deposit of \$508.28 against the respondent's rental arrears.

I am satisfied the respondent has failed to pay rent. I am satisfied the applicant appropriately withheld the respondent's security deposit against the respondent's rental arrears. I find the respondent has a remaining balance owing for rental arrears in the amount of \$1,501.72.

Repairs and cleaning

The applicant made a claim for the following:

Repair of two interior door jambs	\$102.00
Replacement of 86 stained/damaged floor tiles	\$597.72
Replacement/repair of window screens and curtain rods	\$345.38
Removal and disposal of abandoned vehicle	\$199.00
Removal and disposal of abandoned property and garbage, and cleaning of rental premises	\$1,196.96
Total	<u>\$2,441.06</u>

Entry and exit inspection reports, invoices, and work orders were submitted in support of the applicant's claim. I am satisfied that all except the claim for the floor tiles are justified.

With respect to the floor tiles, the documents support damages to floor tiles in the entrance area only. The work order for the floor tiles references replacing all stained tiles at the front entrance and the living room. As there is no evidence to support that the respondent was responsible for any staining or damage to the floor tiles in the living room, the claim for that area was denied. The applicant's representatives agreed that 25 tiles would fairly represent the area in the front entrance, which accounts for 29 percent of the 86 tiles that were replaced. I am satisfied the respondent is liable for the stained/damaged tiles in the front entrance at a repair cost of \$173.34, which is 29 percent of \$597.72.

I find the respondent liable to the applicant for the costs of repairs and cleaning in the amount of \$2,016.68.

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$1,501.72 and requiring the respondent to pay costs for repairs and cleaning in the amount of \$2,016.68.

Adelle Guigon
Rental Officer