

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

**AD**

Respondent/Tenant

**REASONS FOR DECISION**

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

**REASONS FOR DECISION**

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against AD as the respondent/tenant was filed by the Rental Office June 3, 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 served a copy of the filed application on the respondent by registered mail signed for June 15, 2016.

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

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. AD was served notice of the hearing by registered mail signed for September 14, 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 *Residential Tenancies Act* (the Act).

*Tenancy agreement*

The applicant's representatives testified and provided evidence establishing a residential tenancy agreement between the parties for subsidized public housing commencing as sole tenancy May 1, 2015. Subsequent to filing of the application to a rental officer, the respondent vacated the rental premises ending the tenancy agreement June 17, 2016. The applicant withdrew their request for an order to terminate the tenancy agreement and evict the tenant. 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 current status of the respondent's rent account. The applicant appropriately withheld the security deposit of \$500.19 against accumulated rental arrears. I find the respondent has a remaining balance of accumulated rental arrears in the amount of \$250.26.

### *Damages*

The applicant's representatives testified and provided evidence establishing the following deficiencies to the rental premises as recorded during an exit inspection conducted June 17, 2016:

mowing the lawn	\$60.00
One damaged kitchen cabinet door	\$65.00
Holes in a master bedroom wall and a living room wall	\$80.00
Damaged tub surround	\$454.99
<b>Total</b>	<b>\$659.99</b>

A unit inspection report prepared April 10, 2015, confirms none of the above listed damages were present when the sole tenancy commenced. I am satisfied the respondent is responsible for the above listed damages. I find the respondent liable to the applicant for the costs of repairs in the amount of \$659.99.

### *Orders*

An order will issue requiring the respondent to pay rental arrears in the amount of \$250.26 and requiring the respondent to pay costs for repairs in the amount of \$659.99.

---

Adelle Guigon  
Rental Officer