

IN THE MATTER between **NTHC**, Applicant, and **EN and AE**, 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-

EN and AE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: November 22, 2016

Place of the Hearing: Fort McPherson, Northwest Territories

Appearances at Hearing: DF, representing the applicant
EF, representing the applicant

Date of Decision: November 22, 2016

REASONS FOR DECISION

An application to a rental officer made by FMHA on behalf of the NTHC as the applicant/landlord against EN and AE as the respondents/tenants was filed by the Rental Office August 30, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Fort McPherson, Northwest Territories. The applicant served a copy of the filed application on the respondents by registered mail confirmed received on or about September 13, 2016.

The applicant alleged the respondents had accumulated rental arrears and had 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, eviction, and compensation for use and occupation.

A hearing was scheduled for November 22, 2016, in Fort McPherson, Northwest Territories. The rental officer appeared by telephone. Ms. DF and Ms. EF appeared representing the applicant. Ms. EN and Mr. AE were served notices of the hearing by registered mail signed for November 7, 2016. Neither respondent appeared at hearing, nor did anyone appear on their behalf. The hearing proceeded in the respondents' 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 September 1, 2013. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

Rental arrears

The lease balance statement and tenant ledger card entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respondents' rent account. All rents have been assessed subsidies. As of the hearing date, the respondents were not carrying any rental arrears. I am satisfied the respondents have been late paying their rent on occasion, although not repeatedly.

Damages and call-outs

The applicant's representative testified and provided evidence establishing two call-outs to unlock the door for the respondents and one call-out for a heating and hot water tank issue; the call-outs occurred January 7, February 26, and March 25, 2016. The heating issue was resolved by the time the maintenance officer attended, and the hot water tank issue was found to be as a result of a part that was missing due to tenant negligence. The total amount claimed for the call-out and repairs was \$173.23. Payments made against the respondents' account have reduced the amount owing on the call-out charges to \$85.82.

Two additional charges were included in the tenant ledger card for which the applicant did not provide evidence for. The applicant's representatives withdrew their claim for those two charges.

I am satisfied the respondents are responsible for all three call-outs. I find the respondents liable to the applicant for the remaining costs of repairs and call-out fees in the amount of \$85.82.

Termination of the tenancy agreement and eviction

The applicant's representatives withdrew the applicant's request for termination of the tenancy agreement, eviction, and compensation for use and occupation.

Orders

An order will issue: requiring the respondents to pay costs for repairs and call-out fees in the amount of \$85.82 and requiring the respondents to pay their future rent on time.

Adelle Guigon
Rental Officer