

IN THE MATTER between **NTHC**, Applicant, and **AA and PL**, 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-

**AA and PL**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>January 10, 2017</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>KB, representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>January 10, 2017</b>

### **REASONS FOR DECISION**

An application to a rental officer made by IHA on behalf of the NTHC as the applicant/landlord against AA and PL as the respondents/tenants was filed by the Rental Office September 26, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The applicant served a copy of the filed application on the respondents by email deemed received November 3, 2016, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

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 of costs for repairs.

A hearing was scheduled for January 10, 2017, by three-way teleconference. Ms. KB appeared representing the applicant. Ms. AA and Mr. PL were served notice of the hearing by registered mail signed for January 5, 2017. Neither of the respondents appeared at hearing, nor did anyone appear on their behalf. The hearing proceeded in their 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 subsidized public housing commencing December 7, 2015. The tenancy agreement was terminated and the respondents vacated the rental premises January 31, 2016. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

#### *Rental arrears*

The applicant's representative testified and provided evidence establishing that the respondents had failed to pay the subsidized rent of \$80 for the month of January 2016. I am satisfied the respondents failed to pay the rent as claimed and I find the respondents have accumulated rental arrears in the amount of \$80.

### *Damages*

The applicant's representative testified and provided evidence in the form of the entry/exit inspection reports and photographs establishing that the respondents had permitted an oven fire to occur from which their apparent efforts to put the fire out with water from the kitchen sink resulted in extensive water damage to a section of the kitchen linoleum; that portion of the linoleum and its sub-flooring required replacement. Additionally, during the brief tenancy, a hole was made in one of the walls. Costs of repairs for both items amounted to \$2,021.25, as evidenced by the provided invoice. A security deposit of \$812.59 was appropriately retained against the costs of repairs.

I am satisfied that the respondents are responsible for the claimed damages. I find the respondents liable to the applicant for remaining costs of repairs in the amount of \$1,208.66.

### *Orders*

An order will issue requiring the respondents to pay rental arrears in the amount of \$80 and to pay costs for repairs in the amount of \$1,208.66.

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Adelle Guigon  
Rental Officer