

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

RR and CR

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: February 14, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: LP, representing the applicant
RR, respondent
CR, respondent

Date of Decision: February 14, 2017

REASONS FOR DECISION

An application to a rental officer made by THA on behalf of the NTHC as the applicant/landlord against RR and CR as the respondent/tenant was filed by the Rental Office October 6, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Tuktoyaktuk, Northwest Territories. The applicant personally served the filed application on the respondents October 13, 2016.

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

A hearing was scheduled for February 14, 2017, by three-way teleconference. LP appeared representing the applicant. RR and CR appeared as respondents.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing May 9, 2015. The tenancy agreement ended when the respondents vacated the rental premises on October 20, 2016. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

As the respondents are no longer occupying the rental premises, the applicant's representative withdrew the application for termination of the tenancy agreement and eviction.

Rental arrears

The lease ledgers entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respondents' rent account. All rents were subsidized based on reported household income.

The respondents did not dispute the accuracy of the landlord's accounting, acknowledging their debt and accepting responsibility for it.

I am satisfied the lease ledgers accurately reflect the current status of the respondents' rent account. I find the respondents have accumulated rental arrears in the amount of \$4,652.34.

Damages

The respondents initially occupied another rental premises and then were transferred to the current rental premises. Under the subsidized public housing tenancy agreements transfers between units are acknowledged as not affecting the tenancy. When the respondents were transferred an exit inspection was completed on the initial premises which documented damages to the front exterior door, smoke detectors, walls, bathroom fixtures, receptacle covers, kitchen cabinet doors and drawers, interior doors, and doorknobs. The damages were repaired by September 15, 2015, at a cost of \$2,206.39 and the respondents were duly invoiced. Since then the respondents have made partial payments towards the arrears for damages, and have further acknowledged the debt upon entering into an agreement to pay. The current balance owing towards the costs of repairs amounts to \$307.31.

The respondents did not dispute their responsibility for the claimed damages and acknowledged their debt.

I am satisfied the respondents are responsible for the claimed damages to the prior rental premises. In consideration that the issue of these damages has not lapsed since their occurrence, I am satisfied it is not unfair to consider the claim even though the application for payment of the remaining outstanding amount was made greater than six months since the damages occurred. I find the respondents liable to the applicant for the remaining outstanding costs for repairs in the amount of \$307.31.

Orders

An order will issue requiring the respondents to pay rental arrears in the amount of \$4,652.34 and requiring the respondents to pay remaining costs for repairs in the amount of \$307.31.

Adelle Guigon
Rental Officer