

IN THE MATTER between **HRMHPL**, Applicant, and **FK**, 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:

HRMHPL

Applicant/Landlord

-and-

FK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 21, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: CB, representing the applicant

Date of Decision: February 21, 2017

REASONS FOR DECISION

An application to a rental officer made by HRMHPL as the applicant/landlord against FK as the respondent/tenant was filed by the Rental Office October 18, 2016. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The applicant served the filed application on the respondent by email deemed received October 28, 2016, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations), and again by registered mail signed for November 14, 2016.

The applicant alleged the respondent had repeatedly failed to pay rent, had accumulated rental arrears, and had 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 February 21, 2017, by three-way teleconference. CB appeared representing the applicant. FK was sent notice of the hearing by registered mail deemed served February 7, 2017, pursuant to section 71(5) of the Act, and again by email deemed received February 16, 2017. The respondent did not appear at the hearing, nor did anyone appear on his behalf. The hearing proceeded in the respondent's absence pursuant to section 80(2) of the Act.

Tenancy agreement

The applicant's representative testified and provided evidence establishing a residential tenancy agreement between the parties commencing January 11, 2016, and ending when the respondent vacated the rental premises September 30, 2016. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

Rental arrears

The tenant statement entered into evidence represents the landlord's accounting of monthly rent and payments made against the respondent's rent account between May 1 and September 30, 2016. The rent was established at \$1,200 per month. The only payment received against the account during the reported time period was recorded August 17, 2016, in the amount of \$200. A security deposit of \$1,200 was retained by the landlord, however, the interest of \$0.36 was not accounted for.

I am satisfied the tenant statement accurately reflects the current status of the respondent's rent account. I find the respondent has accumulated rental arrears in the amount of \$5,800. An order to pay will account for the security deposit of \$1,200.36.

Damages

The applicant claimed damages to the rental premises allegedly caused by the tenant and included as part of the application an invoice for repairs. Neither an entry inspection report nor an exit inspection report were provided, and there was no other evidence provided to support the applicant's claim. The applicant's representative was given an opportunity to verify whether or not the inspection reports existed. She subsequently confirmed that she could find no evidence in her records that the previous property manager had completed an entry inspection report. Acknowledging the lack of evidence, the applicant's representative withdrew the applicant's request for payment of costs of repairs.

Order

An order will issue requiring the respondent to pay rental arrears in the amount of \$4,599.64.

Adelle Guigon
Rental Officer