

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

**SM**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 7, 2017

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** AS, representing the applicant

**Date of Decision:** March 7, 2017

**REASONS FOR DECISION**

An application to a rental officer made by HRHA on behalf of the NTHC as the applicant/landlord against SM as the respondent/tenant was filed by the Rental Office November 14, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The applicant sent the filed application on the respondent by registered mail sent to his last known address and it was deemed served November 25, 2016, pursuant to section 71(5) *Residential Tenancies Act* (the Act).

The applicant alleged the respondent had caused damages to the rental premises and sought an order for payment of costs for repairs.

A hearing was scheduled for March 7, 2017, by three-way teleconference. AS appeared representing the applicant. SM was sent notice of the hearing by registered mail to his last known address and it was deemed served February 20, 2017, pursuant to section 71(5) of the Act. The respondent did not appear at hearing, nor did anyone appear on his behalf. The hearing proceeded in the respondent's absence pursuant to section 80(2) of the Act.

*Previous orders*

Rental Officer Order Number 10-7570 dated October 9, 2003, required the respondent to pay rental arrears in the amount of \$1,135.21, required the respondent to pay costs for repairs in the amount of \$126.40, and terminated the tenancy agreement October 31, 2003, unless the rental arrears and costs for repairs were paid in full. This was for a prior tenancy agreement.

Rental Officer Order Number 10-14901 dated November 9, 2015, required the respondent to pay rental arrears in the amount of \$1,165, required the respondent to pay his future rent on time, required the respondent to pay costs of repairs in the amount of \$53, and terminated the tenancy agreement May 31, 2016, unless no further complaints of disturbances were received.

Rental Officer Order Number 10-15073 dated May 24, 2016, required the respondent to pay rental arrears in the amount of \$930, terminated the tenancy agreement May 31, 2016, evicted the respondent from the rental premises June 15, 2016, and required the respondent to pay compensation for use and occupation of the rental premises at a rate of \$53.42 for each day he remained in the rental premises after May 31, 2016.

*Tenancy agreement*

The applicant's representative testified and provided evidence establishing a residential tenancy agreement between the parties commencing April 1, 2012, and ending June 24, 2016. I am satisfied a valid tenancy agreement was in place and that it has been terminated in accordance with the Act.

*Tenant damages*

Upon vacating the rental premises and exit inspection was conducted in the respondent's presence. The entry inspection report was completed and signed by both parties on January 11, 2012; the exit inspection report was completed and signed by both parties on June 24, 2016.

The entry/exit inspection reports, work orders, invoices, and receipts were provided into evidence supporting the applicant's claim for the following damages and related costs to repair:

Patch walls and ceiling	\$917.49
Replace broken drywall	\$662.99
Replace/repair five interior doors and hardware	\$894.81
Replace four sealed windows	\$212.00
Replace one exterior door knob	\$79.50
<b>TOTAL</b>	<b><u>\$2,766.79</u></b>

I am satisfied the claimed damages were caused by the respondent's wilful or negligent conduct and that the respondent is responsible for costs associated with the necessary repairs. At the termination of the tenancy the respondent carried a credit to his account in the amount of \$25.50 which was applied by the applicant against the costs of repairs. A security deposit of \$500.91 was also retained by the applicant against the costs for repairs. I find the respondent liable to the applicant for the remaining costs of repairs in the amount of \$2,240.38.

*Orders*

An order will issue requiring the respondent to pay costs for repairs in the amount of \$2,240.38.

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Adelle Guigon  
Rental Officer