

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

**AN**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 14, 2017

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

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

**Date of Decision:** June 14, 2017

**REASONS FOR DECISION**

An application to a rental officer made by FMHA on behalf of the NTHC as the applicant/landlord against AN as the respondent/tenant 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 filed application was sent on the respondent by registered mail deemed served September 13, 2016.

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

A hearing was first scheduled for November 22, 2016. That hearing was cancelled when service of the notice of attendance on the respondent was unsuccessful. The applicant was given opportunity to obtain a current service address for the respondent, upon which the hearing was re-scheduled for April 4, 2017. Both parties were served with notices of attendance for that hearing by registered mail. Neither party appeared at the hearing. The applicant was given opportunity to notify the Rental Officer of their intentions regarding this application. They apologized for failing to appear at the hearing, indicated they did wish to proceed with the application, and requested the matter be re-scheduled.

A hearing was scheduled for June 14, 2017, by three-way teleconference. SW appeared representing the applicant. AN was served notice of the hearing by registered mail signed for June 1, 2017. The respondent did not appear at the hearing, nor did anyone appear on her behalf. The hearing proceeded in the respondent's 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 March 4, 2011. The respondent vacated the rental premises, ending the tenancy agreement December 31, 2015. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

*Damages*

The applicant's representative testified and provided evidence supporting their claim that upon termination of the tenancy agreement the following damages were discovered: the bathroom door was damaged, two door frames were damaged, there were three holes in the walls, and a window had been broken. The total costs claimed to effect the necessary repairs amounted to \$1,369.79.

I am satisfied that the above claimed damages were caused by the respondent or persons the respondent permitted in the premises. I find the respondent liable to the applicant for costs of repairs in the amount of \$1,369.79. The applicant appropriately withheld the security deposit of \$864.13 against the costs of repairs resulting in a remaining balance owing of \$505.66.

*Order*

An order will issue requiring the respondent to pay to the applicant costs of repairs in the amount of \$505.66.

---

Adelle Guigon  
Rental Officer