

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

**KF**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** July 26, 2017

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

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

**Date of Decision:** July 26, 2017

### **REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of the NTHC as the applicant/landlord against Kimberley Fradsham as the respondent/tenant was filed by the Rental Office April 5, 2017. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the respondent April 18, 2017.

The applicant alleged the respondent had been repeatedly late paying rent, had accumulated rental arrears, and had failed to pay costs for replacing a FOB access key. An order was sought for payment of rental arrears, payment of costs for the FOB access key, termination of the tenancy agreement, and eviction.

A hearing was scheduled for July 26, 2017, in Yellowknife. AB appeared representing the applicant. KF was sent notice of the hearing by registered mail deemed served July 13, 2017, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). 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 Act.

#### *Preliminary matters*

The application to a rental officer spelled the respondent's first name K-I-M-B-E-R-L-E-Y. The written tenancy agreement spells the respondent's first name K-I-M-B-E-R-L-Y. The respondent did sign the written tenancy agreement and presumably would have corrected the spelling of her first name if it was incorrect in that document. Not having done so, I am prepared to accept the spelling of the respondent's first name as it appears in the written tenancy agreement and will amend the application accordingly. The style of cause going forward will reflect the respondent's name as KF.

#### *Tenancy agreement*

The applicant's representative testified and provided evidence establishing a residential tenancy agreement for subsidized public housing between the parties commencing June 1, 2015. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Rental arrears*

The statements of account entered into evidence represent the landlord's accounting of monthly assessed rents and payments received against the respondent's rent account. All rents have been subsidized and are currently assessed at \$80 per month. All rents since September 2016 have been paid in full and on time or in advance.

I am satisfied the statements of account accurately reflect the current status of the respondent's rent account. I find the respondent has not been repeatedly late paying her rent and the respondent has not accumulated rental arrears. The applicant's request for an order for payment of rental arrears is denied.

*FOB access key*

The applicant's representative testified that the respondent had lost her FOB access key for the residential complex in February 2017. Costs to replace that key were charged to the respondent in the amount of \$115.50. Those costs remain outstanding.

I am satisfied the respondent lost her FOB access key. I am satisfied the respondent has yet to pay the costs for replacing the FOB access key. I find the respondent liable to the applicant for costs to replace the FOB access key in the amount of \$115.50.

*Termination of the tenancy agreement and eviction*

The applicant's representative acknowledged at hearing that the requested order for termination of the tenancy agreement and eviction was disproportionate to the issues raised. I am not satisfied termination and eviction are justified in this case. The applicant's request for termination and eviction is denied.

*Order*

An order will issue requiring the respondent to pay costs of replacing the FOB access key in the amount of \$115.50.

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Adelle Guigon  
Rental Officer