

IN THE MATTER between **NTHC**, Applicant, and **AE and EN**, 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-

AE and EN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: August 3, 2017

Place of the Hearing: Fort McPherson, Northwest Territories

Appearances at Hearing: SW, representing the applicant

Date of Decision: August 3, 2017

REASONS FOR DECISION

An application to a rental officer made by FMHA on behalf of the NTHC as the applicant/landlord against AE and EN as the respondents/tenants was filed by the Rental Office May 15, 2017. 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 deemed served on the respondents May 31, 2017, by registered mail pursuant to section 71(5) of the *Residential Tenancies Act* (the Act).

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

A hearing was scheduled for August 3, 2017, in Fort McPherson. The Rental Officer appeared by telephone. SW appeared representing the applicant. AE and EN were deemed served notices of the hearing July 18, 2017, by registered mail pursuant to section 71(5) of the Act. Neither of the respondents appeared at the hearing, nor did anyone appear on their behalf. The hearing proceeded in the respondents' 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 for subsidized public housing commencing June 16, 2009. The respondents commenced occupation of the most recent rental premises February 27, 2015. The respondents vacated the rental premises, ending the tenancy December 21, 2016. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Damages

The applicant's representative testified and provided evidence establishing that three interior doors and one exterior door had been damaged. The damaged doors were documented in the exit inspection report completed December 21, 2016. Work orders were provided in support of the applicant's claim. The total costs to replace all four doors amounted to \$938.83. A security deposit credit of \$321.30 was retained against the costs to replace the doors, leaving an outstanding balance of \$617.53.

I am satisfied the respondents are responsible for the damage caused to all four doors. I find the respondents liable to the applicant for the outstanding costs of repairs in the amount of \$617.53.

Order

An order will issue requiring the respondents to pay costs of repairs in the amount of \$617.53.

Adelle Guigon
Rental Officer