

IN THE MATTER between **NTHC**, Applicant, and **AP and WS**, 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-

AP and WS

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 7, 2017
<u>Place of the Hearing:</u>	Fort Smith, Northwest Territories
<u>Appearances at Hearing:</u>	CS, representing the applicant
<u>Date of Decision:</u>	November 7, 2017

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against AP and WS 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 Smith, Northwest Territories. The filed application was served on the respondents by registered mail signed for May 29, 2017.

The applicant alleged the respondents had accumulated rental arrears and 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 November 7, 2017, in Fort Smith. The Rental Officer appeared by telephone. CS appeared representing the applicant. AP and WS were served notice of the hearing by registered mail signed for October 26, 2017. The respondents did not appear at the hearing, nor did anyone appear on their behalf. The hearing proceeded in the respondents' absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The applicant's representative testified and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing February 6, 2012. The respondents vacated the rental premises, ending the tenancy effective May 5, 2017. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Previous order

Rental Officer Order Number 10-14695 dated July 10, 2015, required the respondents to pay rental arrears in the amount of \$10,084, required the respondents to pay their future rent on time; terminated the tenancy agreement September 30, 2015, unless at least \$3,000 was paid towards the rental arrears and the rents for July, August, and September were paid on time; evicted the respondents from the rental premises October 1, 2015, if the termination of the tenancy became effective; and required the respondents to pay compensation for use and occupation of the rental premises at a rate of \$53.42 for each day they remained in the rental premises after the termination of the tenancy.

Rental arrears

The lease balance statement entered into evidence represents the landlord's accounting of monthly assessed rents and payments made against the respondents' rent account. All rents were subsidized and last assessed at \$365 per month. Since the last Rental Officer order was issued, either insufficient payments or no payments were received for four months' rent.

I am satisfied the lease balance statement accurately reflects the current status of the respondents' rent account. I find the respondents have accumulated rental arrears in the amount of \$1,713. The applicant appropriately withheld the security deposit of \$1,002.13 against the rental arrears. An order for payment of rental arrears will account for the security deposit.

Damages

The applicant's representative testified to and provided tenant check-in/out condition reports and a work order in support of a claim for costs of repairs to the rental premises. The claimed amount included \$60 for unpaid lawn maintenance fees from August 2016. The damages claimed at the end of the tenancy were to replace two storm door screens, patch and paint walls, and replace curtain rods.

A review of the condition reports revealed that one of the storm door screens was missing at commencement of the tenancy and there was no evidence available to suggest that the screen had been replaced during the tenancy. The claim for one of the storm door screens was denied.

I am satisfied that the respondents are responsible for the remainder of the maintenance and damages to the rental premises. I find the respondents liable to the applicant for the costs of repairs in the total amount of \$478.21.

Orders

An order will issue requiring the respondents to pay rental arrears in the amount of \$710.87 and requiring the respondents to pay costs of repairs in the amount of \$478.21.

Adelle Guigon
Rental Officer