

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

CB

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	February 28, 2018
<u>Place of the Hearing:</u>	Fort Smith, Northwest Territories
<u>Appearances at Hearing:</u>	CS, representing the applicant
<u>Date of Decision:</u>	February 28, 2018

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against CB and CV as the respondents/tenants. The application was made regarding a 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 July 31, 2017.

The applicant alleged the respondents had accumulated rental arrears, had caused damages to the rental premises, and had left the rental premises in an unclean condition. An order was sought for payment of the rental arrears and payment of costs for repairs and cleaning.

Hearings were scheduled for September 12 and November 29, 2017, which were both postponed at the request of the applicant. The hearing was re-scheduled to February 28, 2018, in Fort Smith, peremptory on the applicant. The Rental Officer appeared by telephone. CS appeared representing the applicant. CB and CV were served notice of the hearing by registered mail signed for February 22, 2018. The respondents did not appear at the hearing, nor did anyone appear on the respondents' behalf. The hearing proceeded in the respondents' absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Preliminary matter

The application to a rental officer identified CB and CV as joint tenants. The complete tenancy agreement including the signature page was not entered into evidence; only pages 1, 6, and 7, and a tenant information sheet were provided. Page 6 and 7 appear to have been initialled by CB, and the tenant information sheet appears to have been signed by CB, but none of them were dated. At the hearing regarding Rental Officer Order Number 15566, the presiding rental officer found CB as the sole tenant responsible for the tenancy. Although it is clear that Calvin

Villeneuve is an authorized occupant under this tenancy agreement, I am not satisfied CV is a tenant to this tenancy agreement with CB. The application to a rental officer was amended to remove CV as a respondent/tenant. The style of cause going forward will identify CB as the sole respondent/tenant.

Tenancy agreement

The applicant's representative testified and evidence was presented, including the findings made in Rental Officer Order Number 15566, establishing a residential tenancy agreement for subsidized public housing between NTHC and CB commencing October 1, 2014. The respondent vacated the rental premises, effectively ending the tenancy June 14, 2017. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Previous order

Rental Officer Order Number 15566 issued April 18, 2017, required the respondent to pay rental arrears in the amount of \$1,600; required the respondent to pay her future rent on time; required the respondent to pay costs of repairs in the amount of \$451.52; prohibited the respondent from doing further damage to the rental premises; terminated the tenancy agreement July 31, 2017, unless the rental arrears were paid in full and the rents for May, June, and July were paid on time; and evicted the respondent August 1, 2017, if the termination of the tenancy agreement became effective.

Rental arrears

The lease balance statements entered into evidence represent the landlord's accounting of monthly assessed rents and payments received against the respondent's rent account. All rents were subsidized and last assessed at \$160 per month. Despite the discovery of the respondent's abandonment of the rental premises not occurring until June 14, 2017, the

respondent was not charged rent for June. The rental arrears accumulated as of the last day of the tenancy amounted to \$1,760 of which \$1,600 is accounted for under Rental Officer Order Number 15566; the rental arrears accumulated since the last rental officer order amount to \$160 against which the security deposit of \$1,001.30 was applied to bring the rental arrears balance to zero.

Repairs and cleaning

An exit inspection was done on June 14, 2017, documenting the condition of the premises. Photographs were also taken at that time. The evidence provided identified broken windows, substantial and multiple holes in the walls, a damaged storm door and screen, and missing and damaged window screens. Garbage and debris had been left behind both inside and outside the premises, and the premises had not been cleaned. The applicant claimed costs to effect the necessary repairs and cleaning in the total amount of \$3,084.90 against which the remaining security deposit of \$841.30 was retained, and a payment of \$100 received on November 25, 2017, was applied to these costs as well. The remaining balance claimed for the costs of repairs and cleaning amounts to \$2,143.60.

I am satisfied that the respondent is responsible for the damages and uncleanliness of the rental premises. I find the respondent liable to the applicant for costs of repairs and cleaning in the amount of \$2,143.60.

Order

An order will issue requiring the respondent to pay costs of repairs and cleaning in the amount of \$2,143.60.

Adelle Guigon
Rental Officer