

IN THE MATTER between **NTHC**, Applicant, and **LJ and KJ**, 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-

**LJ and KJ**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>October 30, 2018</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>MRC, representing the Applicant KJ, Respondent LJ, Respondent</b>
<b><u>Date of Decision:</u></b>	<b>October 30, 2018</b>

**REASONS FOR DECISION**

An application to a rental officer made by LKHA on behalf of the NTHC as the Applicant/Landlord against LJ and KJ as the Respondents/Tenants was filed by the Rental Office March 1, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Lutselk'e, Northwest Territories. The filed application was sent to the Respondents by registered mail deemed served March 21, 2018, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act). The filed application was later re-sent to the Respondents and served by registered mail signed for August 21, 2018.

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 rental arrears and for payment of costs for repairs and cleaning.

The Applicant failed to appear at the hearing originally scheduled for June 19, 2018. The Respondents did not appear at that hearing either. The Applicant was sent a first fail to appear notice, after which they apologized and requested the hearing be re-scheduled.

The hearing was re-scheduled to July 31, 2018, by three-way teleconference. SB appeared representing the Applicant and KJ appeared as Respondent. It was determined at that time that the Respondents had not in fact received the filed application and as such were not fully aware of the issues being claimed. The hearing was adjourned *sine die* pending confirmation of service of the filed application on the Respondents.

As previously mentioned, the filed application was served on the Respondents by registered mail signed for August 21, 2018. The hearing was re-scheduled for October 30, 2018, by three-way teleconference. MRC appeared representing the Applicant. KJ appeared as Respondent. LJ appeared as Respondent.

*Previous order*

Rental Officer Order Number 15351 issued January 31, 2017, required the Respondents to pay rental arrears in the amount of \$6,294.43, terminated the tenancy agreement March 31, 2017, evicted the Respondents for April 1, 2017, and required the Respondents to pay compensation for use and occupation of the rental premises at a rate of \$47.51 for each day they remained in the rental premises after March 31, 2017.

*Tenancy agreement*

The parties agreed and evidence was presented establishing a joint residential tenancy agreement between the parties for subsidized public housing commencing July 9, 2015. The tenancy was terminated March 31, 2017, pursuant to paragraph 2 of Rental Officer Order Number 15351, but the Respondents remained in overholding occupancy of the rental premises until August 31, 2017. The Applicant did not learn of the Respondents' departure from the rental premises until approximately September 22, 2017. I am satisfied a valid tenancy agreement was in place, and was terminated, in accordance with the Act.

*Rental arrears*

The Applicant's representative testified that overholding rental arrears had accumulated in the amount of \$6,564.55. Rents since April 2017 were charged at the maximum monthly rent amount of \$1,445 in accordance with paragraph 4 of Rental Officer Order Number 15351. The last payment received against the rent account was recorded July 3, 2017, in the amount of \$300.

The Respondents did not dispute the accuracy of the Applicant's accounting of overholding rental arrears, acknowledging the debt and accepting responsibility for it.

I am satisfied the Applicant's accounting accurately reflects the current status of the Respondents' rent account. I find the Respondents have accumulated overholding rental arrears in the amount of \$6,564.55.

### *Repairs*

The Applicant's representative testified to and provided evidence supporting damages to the rental premises consisting of holes in several walls, three damaged interior doors, and two damaged exterior doors for which the Respondents were held responsible. The Respondents did not dispute the Applicant's claims, accepting responsibility for the damages and for the costs to repair those damages.

I am satisfied the Respondents are responsible for the claimed damages and I find the Respondents liable to the Applicant for the costs of repairs in the amount of \$3,094.80.

### *Orders*

An order will issue requiring the Respondents to pay rental arrears in the amount of \$6,564.55, and requiring the Respondents to pay costs of repairs in the amount of \$3,094.80.

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Adelle Guigon  
Rental Officer