

IN THE MATTER between **NTHC**, Applicant, and **CC**, 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 **Janice Laycock**, Deputy Rental Officer,

BETWEEN:

**NTHC**

Applicant/Landlord

-and-

**CC**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 12, 2019

**Place of the Hearing:** Tulita, NT

**Appearances at Hearing:** DY representing the Applicant

**Date of Decision:** June 12, 2019

### **REASONS FOR DECISION**

An application to a rental officer made by the THA on behalf of the NTHC as the Applicant/Landlord against CC as the Respondent/Tenant was filed by the Rental Office on March 15, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Tulita, Northwest Territories. The filed application was served by registered mail on the Respondent and signed for on May 24, 2019. The Respondent also picked up a copy of the filed application from the Rental Office in Yellowknife on May 27, 2019.

The Applicant claimed that the Respondent had vacated the rental premises on October 1, 2018 and had left rental arrears of \$1,259.77 and damages costing \$100.36 to repair. An order was sought for payment of rental arrears and damages.

A hearing was scheduled for June 12, 2019, in Tulita. Janice Laycock, Deputy Rental Officer appeared by telephone. DY appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. The hearing proceeded in the Respondent's absence as provided for in subsection 80(2) of the *Residential Tenancies Act*.

#### *Tenancy Agreement*

Evidence was presented establishing a tenancy agreement between the parties for subsidized public housing starting on May 3, 2016. The tenancy was terminated on October 1, 2018 when the Respondent vacated the rental premises. I am satisfied a valid tenancy agreement was in place and the agreement terminated on October 1, 2018.

#### *Previous Rental Officer Order*

Previous Rental Officer Order #20-14564 issued April 2, 2015 ordered the Respondent to:

1. Pay rental arrears in the amount of \$5,646.
2. Pay future rent on time.
3. Comply with obligation to report total household income in accordance with section 6 of the residential tenancy agreement.
4. Terminate the tenancy on June 30, 2015 unless rental arrears are paid in full, rents paid on time and household income is reported as required for March to May 2015.

### *Rental Arrears*

The Lease Balance Statement provided as evidence by the Applicant shows rental arrears during the entire tenancy of the Respondent - from April 1, 2012 to October 1, 2018. This statement is for a greater period than the term of the tenancy agreement provided as evidence. The current tenancy agreement is for the period May 3, 2016 to October 1, 2018.

According to this statement and the testimony of the Applicant, the Respondent owed \$996.77 at the end of their tenancy on October 1, 2018. This includes a recent reassessment of income for September and October 2018 at the request of the Respondent. This reassessment brought the arrears down from \$1,259.77 to \$996.77. The Applicant testified that this revised assessment was discussed with the Respondent, but a copy was not provided. A copy of an earlier statement (without the reassessment) had been provided to the Respondent as part of the filed application.

In considering the arrears owing as of October 2018, the previous order #20-14564, which ordered the payment of rental arrears owing in April 2015 of \$5,646, was deducted from the balance owing and only additional arrears that had accrued since May 2016 (date of the most recent tenancy agreement) were included in my calculations. When these calculations were made I found that the Respondent owed \$0 in rental arrears. At the hearing it was explained that the previous order still stands and can be enforced.

I am satisfied that the statements accurately reflect the current status of the Respondent's rent account. I find that after deducting the previous ordered payment of \$5,646 from the balance owing, the Respondent has no new arrears.

### *Tenant Damages*

According to the testimony of the Applicant, an exit inspection was carried out on the unit on October 1, 2018. Soon after that inspection, a treadmill was moved out of the unit by those authorized to do so by the Respondent. In this move damages were caused to the door jamb and casing in the upstairs bedroom. The Applicant included a picture, work order and invoice as evidence of the damage.

Based on the evidence and testimony of the Applicant I am satisfied that damages to the rental premises was caused by the Respondent. I find that the Respondent is responsible for costs associated with repair of the damages totalling \$100.36.

*Order*

An order will be issued:

- requiring the Respondent to pay expenses totalling \$100.36 for costs directly associated with repair of damages to the rental premises (p. 42(3)(e)).

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Janice Laycock  
Deputy Rental Officer