

IN THE MATTER between **NTHC**, Applicant, and **BAE and PE**, 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-

**BAE and PE**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** June 4, 2019

**Place of the Hearing:** Fort Smith, Northwest Territories

**Appearances at Hearing:** AH, representing the Applicant

**Date of Decision:** June 4, 2019

### **REASONS FOR DECISION**

An application to a rental officer made by FSHA on behalf of the NTHC as the Applicant/Landlord against BAE and PE as the Respondents/Tenants was filed by the Rental Office April 9, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was sent to the Respondents by registered mail deemed served May 17, 2019, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The Applicant alleged the Respondents had accumulated rental arrears and had 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 June 4, 2019, in Fort Smith. The Rental Officer appeared by telephone. AH appeared representing the Applicant. BAE and PE were sent notices of the hearing by registered mail deemed served May 17, 2019. The Respondents were also notified by telephone on May 30, 2019, of the hearing and of the registered mail waiting to be picked up. The Respondents did not appear at the hearing, nor did anyone appear on the Respondent's behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the Act.

#### *Tenancy agreement*

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing January 1, 2018. The Applicant's representative testified that the Respondents had vacated the rental premises by October 24, 2018. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

#### *Previous orders*

Rental Officer Order Number 15760 issued November 7, 2017, required the Respondents to pay rental arrears; required the Respondents to pay future rent on time; required the Respondents to pay costs of repairs; terminated the tenancy agreement March 31, 2018, unless the rental arrears were paid in full and future rent was paid on time; and evicted the Respondents from the rental premises April 1, 2018, if the termination of the tenancy agreement became effective.

Rental Officer Order Number 15975 and 15976 issued May 16, 2018, required the Respondents to pay rental arrears; required the Respondents to pay future rent on time; required the Respondents to pay costs of repairs and cleaning; terminated the tenancy agreement August 31, 2018, unless the rental arrears were paid in full and future rent was paid on time; and evicted the Respondents from the rental premises September 1, 2018, if the termination of the tenancy agreement became effective.

#### *Rental arrears*

The lease balance statement entered into evidence represents the Landlord's accounting of monthly assessed rents and payments received against the Respondents' rent account. All rents were subsidized and last assessed at \$890 per month. The last payment received against the rent account was recorded September 30, 2018, in the amount of \$80. The Applicant's representative testified that a security deposit of \$166.64 was retained against the rental arrears. The lease balance statement was adjusted accordingly.

I am satisfied the adjusted lease balance statement accurately reflects the current status of the Respondents' rent account. The previous rental officer orders remain enforceable, as such only rental arrears accumulated since the last rental officer order was issued are being considered under this application. I find the Respondents have accumulated rental arrears since the last rental officer order was issued in the amount of \$3,252.36.

#### *Repairs*

The entry and exit inspection reports and photographs were entered into evidence in support of the Applicant's claim for costs of repairs as follows:

Replace two interior doors	\$514.63
Repair, patch, and paint upstairs walls	\$3,015.66
Patch and paint basement walls	\$742.00
Reinstall slats on main staircase rail	\$176.00
<b>Total</b>	<b>\$4,448.29</b>

I am satisfied the Respondents are responsible for the claimed damages and I find the Respondents liable to the Applicant for costs of repairs in the amount of \$4,448.29.

*Orders*

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$3,252.36 (p. 41(4)(a)); and
- requiring the Respondents to pay costs of repairs in the amount of \$4,448.29 (p. 42(3)(e)).

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Adelle Guigon  
Rental Officer