

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

**EB**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 11, 2020

**Place of the Hearing:** Yellowknife, Northwest Territories

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

**Date of Decision:** March 13, 2020

### **REASONS FOR DECISION**

An application to a rental officer made by FPHA on behalf of the NTHC as the Applicant/Landlord against EB as the Respondent/Tenant was filed by the Rental Office January 29, 2020. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Providence, Northwest Territories. The filed application was served on the Respondent by registered mail signed for February 20, 2020.

The Applicant alleged the Respondent had accumulated rental arrears and caused damages to the rental premises. An order was sought for payment of rental arrears and payment of costs for repairs.

A hearing was held March 11, 2020, by three-way teleconference. MB appeared representing the Applicant. EB was served notice of the hearing by registered mail signed for February 20, 2020. The Respondent 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 *Residential Tenancies Act* (the Act).

#### *Tenancy agreement*

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing February 12, 2018. The Respondent vacated the rental premises, effectively ending the tenancy as of January 27, 2020. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

#### *Rental arrears*

The lease balance statement represents the Landlord's accounting of monthly assessed rents and payments received against the Respondent's rent account. All rents were subsidized and last calculated at \$75 per month. The last payment received against the rent account was recorded September 5, 2019.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondent has accumulated rental arrears in the amount of \$336. However, the security deposit of \$753.97 was retained against the rental arrears, resulting in a security deposit credit of \$417.97.

### *Repairs*

A work order and invoice were entered into evidence in support of a claim for the replacement of a smoke/CO2 detector. The Applicant's representative confirmed that their maintenance personnel discovered during an inspection in April 2019 that the detector had been removed by the Respondent and subsequently went missing.

I am satisfied the Respondent is responsible for the disappearance of the smoke/CO2 detector. I find the Respondent liable to the Applicant for the costs of replacing the detector in the amount of \$56.40.

The entry and exit inspection reports, a work order, and an invoice were entered into evidence in support of a claim for costs of repairing holes in walls, repairing smoke damage to walls and ceilings, replacing the kitchen faucet, and replacing the laundry box.

I am satisfied the Respondent is responsible for the referenced damages. I find the Respondent liable to the Applicant for the associated costs of repairs in the amount of \$1,101.54.

After applying the remaining security deposit credit of \$417.97 against the costs of repairs, I find the Respondent liable to the Applicant for the remaining balance of \$739.97.

### *Order*

An order will issue requiring the Respondent to pay for costs of repairs in the amount of \$739.97.

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Adelle Guigon  
Rental Officer