

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

AL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 21, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MB, representing the Applicant

Date of Decision: June 4, 2020

REASONS FOR DECISION

An application to a rental officer made by FPHA on behalf of the NTHC as the Applicant/Landlord against AL as the Respondent/Tenant was filed by the Rental Office March 4, 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 May 7, 2020.

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

A hearing was held May 21, 2020, by three-way teleconference. MB appeared representing the Applicant. AL was served notice of the hearing by registered mail signed for May 7, 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 May 23, 2018. The Respondent vacated the rental premises, ending the tenancy as of February 7, 2020. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Rental arrears

The lease balance statement entered into evidence represents 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 \$75 per month. As of the end of the tenancy, rental arrears had accumulated in the amount of \$342.99. The Landlord retained the security deposit of \$351.09 against the rental arrears, resulting in a security deposit credit of \$8.10.

Repairs

Work orders were provided as part of the application to support the Applicant's claims for the following repairs.

In August 2019 a broken window was reported to the Applicant. The window had been broken from outside the building. The Applicant's representative alleged the Tenant knew who broke the window, but could not establish that the vandal was someone who was permitted into the rental premises, nor could the Applicant establish that it was the Tenant or other authorized occupant. The Applicant's claim for costs to repair the window in the total amount of \$659.37 is denied.

Later in August 2019 the Respondent reported that the lock on her door needed to be fixed. The Applicant's representative testified that the Respondent admitted to causing the damage and was aware of the cost and her responsibility to pay it. I am satisfied the Respondent is responsible for damaging the lock and I find the Respondent liable to the Applicant for the costs of repairs in the amount of \$53.61.

In January 2020 the Applicant's maintenance personnel discovered the exterior basement boiler room door open. The rental premises is a duplex, and the boiler room servicing both units is usually locked to prohibit unauthorized access by the public as well as by the Tenants. One wall of the boiler room shares a wall with both units. Upon further investigation of the boiler room, the Applicant's maintenance personnel discovered a large hole behind the boiler that had been covered with a board. Both Tenants were approached about the breach and neither denied responsibility for the damages. The Applicant repaired the damages and split the costs equally between the two Tenants. The Respondent's share amounted to \$281.12. I am satisfied on a balance of probabilities that the Respondent is at least partially responsible for the damages to the boiler room and I find the Respondent liable to the Applicant for his share of the costs of repairs in the amount of \$281.12.

The entry and exit inspection reports were not provided as part of the application, but the Applicant was granted an opportunity to provide those reports. I deliberated on the following claims upon receipt of the entry and exit inspection reports. A work order was provided detailing costs to repair holes in walls and ceilings, to replace one deadbolt, to replace one mirror (glass), and to replace one interior door at the end of the tenancy. The entry and exit inspection reports support the Applicant's claims, having documented the referenced damages. I am satisfied the Respondent is responsible for the claimed damages and I find the Respondent liable to the Applicant for the costs of repairs at the end of the tenancy in the amount of \$2,350.45.

After applying the \$8.10 security deposit credit against the allowed costs of repairs, I find the Respondent liable to the Applicant for a total cost of repairs of \$2,677.08.

Order

An order will issue requiring the Respondent to pay costs of repairs in the amount of \$2,677.08.

Adelle Guigon
Rental Officer