

IN THE MATTER between **NTHC**, Applicant, and **JG and CG**, 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, regarding a rental premises located within the **town of Fort Smith in the Northwest Territories**;

BETWEEN:

NTHC

Applicant/Landlord

- and -

JG and CG

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to paragraph 42(3)(e) of the *Residential Tenancies Act*, the Respondent must pay to the Applicant costs of repairs in the amount of \$217.79 (two hundred seventeen dollars seventy-nine cents).

DATED at the city of Yellowknife in the Northwest Territories this 8th day of December 2020.

Adelle Guigon
Rental Officer

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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

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-and-

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REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 18, 2020
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	AH, representing the Applicant
<u>Date of Decision:</u>	November 18, 2020

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of the NTHC as the Applicant/Landlord against JG and CG as the Respondents/Tenants was filed by the Rental Office October 16, 2020. 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 November 10, 2020, 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 the costs for repairs.

A hearing was held November 18, 2020, by three-way teleconference. AH appeared representing the Applicant. JG and CG were sent notices of the hearing by registered mail deemed served November 10, 2020. The Respondents did not appear at the hearing, nor did anyone appear on the Respondents' behalf. The hearing proceeded in the Respondents' 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 August 15, 2017. The tenancy ended August 20, 2020, when the Respondents vacated the rental premises. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Previous order

Rental Officer Order #16477 issued June 4, 2019, ordered the Respondents to pay rental arrears in the amount of \$6,270, and included orders to pay future rent on time and for conditional termination of the tenancy agreement and eviction.

Rental arrears

The lease balance statement entered into evidence represents the Landlord's accounting of monthly rents and payments received against the Respondents' rent account. All rents were subsidized and last assessed at \$610 per month. The last payment received against the rent account was recorded February 7, 2020, in the amount of \$350.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondents have accumulated rental arrears in the amount of \$5,090. That amount represents approximately 13 months' subsidized rent.

There is no evidence to suggest that Rental Officer Order #16477 was enforced by garnishment by the Applicant, given there are no referenced garnishments recorded in the lease balance statement. Additionally, there was no evidence presented at hearing that a satisfaction piece had been filed against Rental Officer Order #16477 at the NWT Supreme Court. It was agreed at hearing that if a filed satisfaction piece could be produced by the Applicant then the order to pay would account for the entirety of the rental arrears. However, if it could not be produced the order would recognize that Rental Officer Order #16477 remains enforceable and adjust the amount of rental arrears accumulated since the last rental officer order was issued accordingly.

The Applicant at hearing also acknowledged that the security deposit had not been accounted for in the lease balance statement and requested it be considered against the calculated arrears. The Respondents paid a \$1,000 security deposit at the beginning of the tenancy. My calculations of the interest on the security deposit at the hearing amounted to \$1.47.

By December 7, 2020, the Applicant's representative had been unable to receive confirmation from the Landlord whether a satisfaction piece had been filed against Order #16477.

Consequently, I will assume one has not been filed and that Order #16477 remains fully enforceable. Applying all the payments received since July 2019 against the rent charged since July 2019, I find the Respondents have accumulated rental arrears since Order #16477 was issued in the amount of \$45. Applying the security deposit of \$1,001.47 against the \$45 in rental arrears leaves a security deposit credit of \$956.47.

Damages

In January 2020 a medical emergency occurred in the rental premises which required first responders to kick the front exterior door in to gain access and provide support. A work order and invoice were entered into evidence in support of the Applicant's claim for the Respondents to pay the costs of repairing the exterior door in the amount of \$1,174.26. The entry inspection report was also provided and established that the front exterior door was in good condition when the Respondents moved into the rental premises. No payments have been received against the costs of repairs.

I am satisfied the Respondents are responsible for the damages caused to the front exterior door. I find the Respondents liable to the Applicant for the costs of repairs in the amount of \$1,174.26. After applying the security deposit credit of \$956.47 against the costs of repairs, there remains an outstanding balance of \$217.79.

Order

An order will issue requiring the Respondents to pay costs of repairs in the amount of \$217.79.

Adelle Guigon
Rental Officer