

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

**EM**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>October 6, 2021</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>CH, representing the Applicant FE, representing the Applicant</b>
<b><u>Date of Decision:</u></b>	<b>October 25, 2021</b>

### **REASONS FOR DECISION**

An application to a rental officer made by AHA on behalf of the NTHC as the Applicant/Landlord against EM as the Respondent/Tenant was filed by the Rental Office June 2, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Aklavik, Northwest Territories. The filed application was served on the Respondent by registered mail signed for September 22, 2021.

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 of the costs for repairs.

A hearing scheduled for July 22, 2021, was cancelled due to the unsuccessful service of the filed application and notice of attendance on the Respondent. Neither the Applicant nor the Respondent appeared at the re-scheduled hearing on September 8, 2021. The hearing was finally held October 6, 2021, by three-way teleconference. CH and FE appeared representing the Applicant. EM was served notice of the hearing by registered mail signed for September 22, 2021. 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 under the Landlord's Homeownership Entry Level Program (HELP) commencing November 7, 2017. The Respondent vacated the rental premises, ending the tenancy as of January 6, 2021. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

#### *Rental arrears*

The lease balance statement entered into evidence represented the Landlord's accounting of monthly subsidized rents and payments received against the Respondent's rent account. All rents were subsidized and last assessed at \$300 per month. The last payment received on the rent account was recorded July 23, 2020, in the amount of \$700. The security deposit of \$1,152.72 was appropriately retained against the rental arrears.

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 \$2,858, which represents approximately 10 months' subsidized rent. After deducting the security deposit, the remaining balance of rental arrears amounts to \$1,705.28.

#### *Damages*

Evidence including the entry and exit inspection reports, photographs, work orders, and invoices were provided in support of the Applicant's claims for the following damages:

Patching holes in four walls	\$66.40
Painting damaged walls	\$1,165.46
Replace one switch cover	\$18.01
Repair one kitchen cupboard door	\$33.20
Replace one interior door	\$186.89
Replace one interior door knob	\$75.19
<b>Total</b>	<b>\$1,545.15</b>

I am satisfied all the claimed damages are made out in the provided evidence as the Respondent's responsibility, and I am satisfied that the amounts claimed for costs of repairs are reasonable. I find the Respondent liable to the Applicant for the costs of repairs in the amount of \$1,545.15.

#### *Orders*

An order will issue requiring the Respondent to pay rental arrears in the amount of \$1,705.28 (p. 41(4)(a)) and to pay costs of repairs in the amount of \$1,545.15 (p. 42(3)(e)).

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Adelle Guigon  
Rental Officer