

IN THE MATTER between **NTHC**, Applicant, and **JH**, 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 **Hal Logsdon**, Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

JH

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 11, 2022

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant

Date of Decision: January 18, 2022

REASONS FOR DECISION

The Respondent was sent a copy of the application and a notice of attendance by registered mail. The registered mail was returned unclaimed. The matter was re-scheduled to January 11, 2022, and the Respondent was sent another notice of attendance by registered mail. This notice of attendance was also returned unclaimed. The Applicant contacted the Respondent by phone on December 30, 2021, and discovered that the Respondent had been out of the Northwest Territories since September 30, 2021. The Applicant stated that they had advised the Respondent that an application had been filed and a hearing scheduled.

On receiving the advice from Canada Post, the Rental Office tried to contact the Respondent by phone. There was no answer and a message was left advising the Respondent to contact the Rental Office. The Respondent failed to contact the office.

The Applicant testified that the premises were occupied by the Respondent's mother and eldest son. In my opinion, the evidence suggests that the Respondent was made aware that an application had been made and that a hearing had been scheduled, and the Respondent was avoiding service. In my opinion, it is not unreasonable to deem the application and notice of attendance served and hear the matter in the absence of the Respondent.

The parties entered into a one-year term tenancy agreement for premises located at 1A Park Place commencing on September 20, 2012. The agreement was renewed on a monthly basis on expiry. The premises are subsidized public housing. A security deposit of \$500 was paid in full. A check-in inspection report was completed on September 21, 2012, which indicated that the premises were in excellent condition.

On August 1, 2021, the Respondent was transferred to unit 1B Park Place to accommodate repairs to other units in the residential complex, including unit 1A. A check out inspection was completed on August 4, 2021, and signed by both parties. The check-out inspection report indicates numerous items requiring repair or replacement due to damage. The Applicant alleged that the damages had been the result of negligence by the Tenant or persons who were permitted on the premises by the Tenant. The Applicant sought an order requiring the Respondent to pay costs to repair the alleged damages to the premises in the amount of \$4,355.88.

The Applicant provided work orders and invoices for the repairs undertaken and a lease balance statement indicating a balance of \$4,355.88 as at January 1, 2022. The Applicant stated that no additional amounts had been charged or payments received since that date.

I find the Respondent in breach of her obligation to repair damages to the rental premises. I have reviewed the check-in and check-out inspection reports, work orders, and invoices associated with the repairs and I find the repairs to be the result of negligence. I find the expenses incurred by the Applicant to be reasonable and well documented.

Rental Officer Order #17163 written April 6, 2021, required the Respondent to pay the Applicant rent arrears of \$560 and repair costs of \$117.57. The order terminated the tenancy on April 30, 2021, unless the rent arrears were paid in full. The Respondent made payments totalling \$800, satisfying the order and creating a rent credit of \$122.43 as at April 30, 2021. Taking into consideration the rent credit, I find current outstanding repair costs of \$4,195.88 and rent arrears of \$160.

An order shall issue requiring the Respondent to pay the Applicant rent arrears of \$160 and repair costs of \$4,195.88. The Respondent has previously been ordered to pay the monthly rent on time and been prohibited from causing further damage to the rental premises. These orders remain in effect.

Hal Logsdon
Rental Officer