

IN THE MATTER between **DEL**, Applicant, and **BM**, 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, regarding a rental premises located within the **hamlet of Fort Providence in the Northwest Territories**;

BETWEEN:

**DEL**

Applicant/Landlord

-and-

**BM**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 23, 2022

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

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

**Date of Decision:** December 21, 2022

### **REASONS FOR DECISION**

An application to a rental officer made by DEL as the Applicant/Landlord against BM as the Respondent/Tenant was filed by the Rental Office October 12, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Providence, Northwest Territories. The filed application was personally served on the Respondent October 25, 2022.

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 was held November 23, 2022, by three-way teleconference. LL appeared representing the Applicant. BM was served with notice of the hearing by email, deemed received October 30, 2022, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations). 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 commencing September 6, 2019. The Respondent vacated the rental premises, ending the tenancy effective April 11, 2022. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

#### **Rental arrears**

Documents provided as part of the application in support of the Landlord's claim for rental arrears did not agree with amount claimed by the Landlord in the application. The apparent errors in the calculation were identified, and the Landlord was provided with an opportunity to provide a ledger or accounting report to establish the actual rental arrears.

The customer aged detail for this tenancy was provided after the hearing. That report represents the Landlord's accounting of the security deposit, the monthly rents, and the payments received against the Respondent's rent account throughout the tenancy.

The security deposit of \$900 was paid in full September 6, 2019. The rent was established at \$900 per month. Either insufficient amounts or no payments were received in 8 of the last 12 months of the tenancy. The security deposit was appropriately retained at the end of the tenancy against the accumulated rental arrears, albeit without the required interest amounting to \$0.71.

I am satisfied the customer aged detail accurately reflects the current status of the Respondent's rent account. I find the Respondent had accumulated rental arrears as of the end of the tenancy in the amount of \$4,200. That amount represents approximately five months' rent. The total security deposit of \$900.71 will be accounted for in an order to pay the rental arrears.

### **Damages**

The Applicant provided as part of the application an invoice for the costs of removing and replacing an exterior door. However, no other evidence in support of the claim was provided, including the entry and exit inspection reports. The Applicant was provided with an opportunity to provide additional documents to establish that the damages occurred during the Respondent's tenancy and that the resulting costs of repairs are the Respondent's responsibility.

After the hearing, the Applicant provided the entry and exit inspection reports dated September 6, 2019, and April 22, 2022, respectively. Both reports were signed by the Respondent acknowledging the condition of the premises, including that the exterior door was damaged and that the Tenant would be invoiced.

The Applicant also provided invoices and receipts for the costs of labour and materials to repair the door frame and replace the door, knob, and deadbolt. The actual costs of that work amounted to \$1,749.05, but the Landlord is only claiming \$1,643.25 against the Tenant.

I am satisfied the Respondent is responsible for the damages to the exterior door, and that the costs claimed for the repair and replacement are made out as reasonable. I find the Respondent liable to the Applicant for the costs of repairs in the amount of \$1,643.25.

### **Orders**

An order will issue requiring the Respondent to pay rental arrears in the amount of \$3,299.29 (p. 41(4)(a)) and to pay costs of repairs in the amount of \$1,643.25 (p. 42(3)(e)).

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Adelle Guigon  
Rental Officer