

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
DARYLE BLACKDUCK AND HEIDI ADZIN, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **BEHCHOKO, NT**.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

DARYLE BLACKDUCK AND HEIDI ADZIN

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of nine thousand six hundred fifty two dollars (\$9652.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair costs in the amount of ten thousand one hundred twenty dollars (\$10,120.00).

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of August,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
DARYLE BLACKDUCK AND HEIDI ADZIN, 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 **Hal Logsdon**, Rental Officer.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

-and-

DARYLE BLACKDUCK AND HEIDI ADZIN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: June 22, 2011

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Nancy Peel, representing the applicant
Mike Keohane, representing the applicant
Curtis Coleman, witness for the applicant

Date of Decision: June 22, 2011

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence. After the hearing was concluded, Mr. Blackduck contacted out office and claimed that he had joined the conference call, was able to hear the proceedings, but was unable to be heard. He stated that he did not dispute the allegations. Since the applicant withdrew their request for termination of the tenancy agreement, and the resultant order is simply an order to pay undisputed rent arrears and repair costs, I see no reason to hear the matter again.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the rental premises. The applicant withdrew their request for termination of the tenancy agreement and sought an order to pay the alleged rent arrears and repair costs. The premises are subsidized public housing.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$9652. The applicant also provided inspection reports indicating the condition of the premises at the commencement of the tenancy and as at July 7, 2010. The premises were in reasonably good condition at the commencement of the tenancy with no wall damage noted. The latter report indicates extensive wall damage and contains itemized repair estimates totalling \$10,120.

I find the ledger in order and find rent arrears of \$9652. I note that the respondents have indicated to the landlord that Mr. Blackduck lost his employment in October, 2009 but failed to provided the documentation required by the landlord. Should the respondents comply with their obligation to report their income, the landlord is obligated to adjust the rent retroactively.

I find the repair costs quoted by the applicant to be reasonable.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$9652 and repair costs of \$10,120.

Hal Logsdon
Rental Officer