

IN THE MATTER between **Yellowknives Dene First Nation**, Applicant, and **Clayton Henry and Ashlie Horasey**, 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**, Deputy Rental Officer, regarding a rental premises located within the **city of Yellowknife in the Northwest Territories**.

BETWEEN:

**YELLOWKNIVES DENE FIRST NATION**

Applicant/Landlord

- and -

**CLAYTON HENRY and ASHLIE HORASEY**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents must pay to the applicant rental arrears in the amount of \$486.72 (four hundred eighty-six dollars seventy-two cents).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents must pay to the applicant the cost of repairs to the rental premises in the total amount of \$1,636.14 (one thousand six hundred thirty-six dollars fourteen cents).

DATED at the City of Yellowknife in the Northwest Territories this 23rd day of September 2015.

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Adelle Guigon  
Deputy Rental Officer

IN THE MATTER between **Yellowknives Dene First Nation**, Applicant, and **Clayton Henry and Ashlie Horasey**, Respondents.

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BETWEEN:

**YELLOWKNIVES DENE FIRST NATION**

Applicant/Landlord

-and-

**CLAYTON HENRY and ASHLIE HORASEY**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>September 9, 2015</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>Rose Black, representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>September 9, 2015</b>

### **REASONS FOR DECISION**

An application to a rental officer made by Yellowknives Dene First Nation as the applicant/landlord against Clayton Henry and Ashlie Horasey as the respondents/tenants was filed by the Rental Office July 9, 2015. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as #5 Sikyea Apartments, N'dilo, in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on the respondents July 10, 2015.

The applicant alleged the respondents had accumulated rental arrears, were repeatedly late paying the full amount of rent, were repeatedly late paying their utilities, were repeatedly late reporting household income, were repeatedly disturbing other tenants' enjoyment of the residential complex, and had caused damages to the rental premises. An order was requested for payment of the rental arrears, compensation for repairs, termination of the tenancy agreement, and eviction. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for September 9, 2015, in Yellowknife, Northwest Territories. Ms. Rose Black appeared representing the applicant. Mr. Clayton Henry and Ms. Ashlie Horasey were served notices of attendance by registered mail deemed served August 26, 2015, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Neither Mr. Henry nor Ms. Horasey appeared at hearing, nor did anyone appear on their behalf. The hearing proceeded in their absence pursuant to section 80(2) of the Act.

#### *Preliminary matters*

The application to a rental officer identified the landlord as Yellowknives Dene First Nation Housing Division and the tenants as Clayton Henry and Ashlie Horasay. The written tenancy agreement identifies the landlord as Yellowknives Dene First Nation and the tenants as Clayton Henry and Ashlie Horasey. Ms. Horasey's signature further confirms the correct spelling of her last name as H-O-R-A-S-E-Y. The application to a rental officer and the style of cause will both be amended to reflect as is identified in the written tenancy agreement that the applicant/landlord is Yellowknives Dene First Nation and the respondents/tenants are Clayton Henry and Ashlie Horasey going forward.

*Tenancy agreement*

The residential tenancy agreement entered into evidence by the applicant establishes a tenancy agreement between the parties for subsidized public housing for the rental premises known as #5 Sikyea Apartments, N'dilo, in Yellowknife, Northwest Territories. The tenancy commenced September 27, 2013, on a month-to-month basis. The maximum monthly rent was established at \$1,545. I am satisfied a valid tenancy agreement for subsidized public housing was in place between the parties in accordance with the Act.

*Termination of the tenancy agreement and eviction*

Ms. Black testified that the respondents had vacated the rental premises on August 6, 2015, returning possession to the landlord on that date. She withdrew the applicant's request for an order terminating the tenancy agreement and evicting the tenants as no longer necessary.

*Rental arrears and damages*

The tenant ledger cards entered into evidence represent the landlord's accounting of monthly assessed rents, charges for tenant damages, and payments made against the respondents' rent account. I am satisfied the tenant ledger cards accurately reflect the current status of the respondents' rent account.

All rents reflected in the ledger cards have been subsidized. The last payment received against the respondents' rent account was made March 9, 2015, in the amount of \$200. Rent was not charged for the month of August 2015.

The landlord applied a total security deposit of \$303.30 against the respondents' rental arrears after they vacated the rental premises, reducing the total amount of rental arrears accumulated. I am satisfied the respondents have accumulated rental arrears in the amount of \$486.72.

*Damages*

The tenant ledger cards included a charge entered on January 30, 2015, in the amount of \$1,636.14 . The claimed charge was for the cost of five windows. Ms. Black testified that the windows were damaged by the tenants in September 2014. An invoice from All-West Glass was provided reflecting the costs claimed. I am satisfied the damages to the windows are the tenants' responsibility to repair. I find the respondents liable for the cost of the replacement windows in the amount of \$1,636.14.

*Orders*

An order will issue requiring Mr. Clayton Henry and Ms. Ashlie Horasey to pay rental arrears in the amount of \$486.72 and to pay for the cost of repairs in the amount of \$1,636.14.

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Adelle Guigon  
Deputy Rental Officer

## APPENDIX A

### Exhibits

- Exhibit 1: Tenant ledger card for rent from September 27, 2013, to July 3, 2015
- Exhibit 2: Applicant's correspondences to respondents dated: July 9, 2015; May 19, 2015; February 23, 2015; October 2, 2014; September 12, 2014; April 8, 2014;
- Exhibit 3: Promissory note signed by Clayton Henry dated February 25, 2015
- Exhibit 4: All-West Glass invoice dated September 29, 2014
- Exhibit 5: Applicant's correspondence to respondents dated May 19, 2015
- Exhibit 6: Tenant ledger card for rent from April 1 to June 5, 2015
- Exhibit 7: Tenant ledger card for rent from April 1 to May 8, 2015
- Exhibit 8: Applicant's correspondence to Clayton Henry dated January 20, 2015
- Exhibit 9: Tenant ledger card for rent from September 25 to November 12, 2013
- Exhibit 10: Tenant ledger card for rent from September 25 to October 1, 2013
- Exhibit 11: Applicant's contract records for respondents dated: from May 5 to June 30, 2015; December 2 to December 6, 2013; September 30 to October 3, 2013
- Exhibit 12: Rose Black's notes regarding "Clayton Henry appt" dated February 25, 2015
- Exhibit 13: Note to file dated April 22, 2015
- Exhibit 14: Ashlie Horasey's correspondence to applicant dated December 3, 2013
- Exhibit 15: Residential tenancy agreement dated September 27, 2013
- Exhibit 16: Tenant ledger card for rent from April 1 to August 24, 2015