

IN THE MATTER between **NTHC**, Applicant, and **C.M.**, 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-

**C.M.**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 17, 2016

**Place of the Hearing:** Fort Resolution, Northwest Territories

**Appearances at Hearing:** E.M., representing the applicant

**Date of Decision:** June 17, 2016

**REASONS FOR DECISION**

An application to a rental officer made by FRHA as the applicant/landlord against C.M. as the respondent/tenant was filed by the Rental Office March 14, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Fort Resolution, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for March 30, 2016.

The applicant alleged the respondent caused damages to the rental premises and left the rental premises in an unclean condition. An order was sought for payment of costs of repairs and cleaning.

A hearing was scheduled for June 17, 2016, in Fort Resolution, Northwest Territories. The rental officer appeared by telephone. Ms. E.M. appeared representing the applicant. Ms. C.M. was served notice of the hearing by registered mail signed for June 1, 2016. Ms. M. did not appear at hearing, nor did anyone appear on her behalf. The hearing proceeded in her absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

*Preliminary matters*

The application to a rental officer identified the landlord as FRHA. The written tenancy agreement identified the landlord as the NTHC with FRHA as its agent. The applicant's representative agreed at hearing that the applicant/landlord should appropriately be identified as the NTHC. The style of cause going forward will be amended accordingly.

*Tenancy agreement*

The applicant's representative testified and provided evidence establishing a tenancy agreement between the parties for subsidized public housing commencing March 9, 2012. The tenancy ended September 14, 2015, when the applicant conducted an exit inspection of the rental premises after the respondent abandoned it. I am satisfied a valid tenancy agreement for subsidized public housing was in place between the parties in accordance with the Act. I am further satisfied the respondent abandoned the rental premises and possession was returned to the applicant on September 14, 2015.

*Repairs and cleaning*

The applicant's representative testified and provided evidence establishing that the exterior door had been damaged and that the rental premises had not been cleaned prior to the respondent's departure. Entry and exit inspection reports, photographs, and work orders were provided which support the applicant's claims. I am satisfied the exterior door were damaged and that the rental premises was not cleaned upon vacating. I find the respondent failed to comply with their obligation to repair damages and to maintain the ordinary cleanliness of the rental premises.

I am satisfied the costs claimed for the necessary repairs and cleaning are reasonable. I find the respondent liable for the costs of repairs in the amount of \$407.90 and cleaning in the amount of \$288.64.

*Order*

An order will issue requiring the respondent to pay for the costs of repairs and cleaning in the amount of \$696.54.

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Adelle Guigon  
Rental Officer