

IN THE MATTER between **NTHC**, Applicant, and **K.B. and S.M.**, 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**, Rental Officer,

BETWEEN:

**NTHC**

Applicant/Landlord

-and-

**K.B. and S.M.**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>June 17, 2016</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>E.N., representing the applicant C.O., representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>June 17, 2016; varied August 3, 2016</b>

**REASONS FOR DECISION**

An application to a rental officer made by Y.H.A. on behalf of the NTHC as the applicant/landlord against K.B. and S.M. as the respondent/tenant was filed by the Rental Office April 22, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The applicant sent a copy of the filed application by registered mail to the respondents' last known address deemed served May 6, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act).

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

A hearing was scheduled for June 17, 2016, in Yellowknife, Northwest Territories. Ms. E.N. and Mr. C.O. appeared representing the applicant. Mr. K.B. and Ms. S.M. were sent notices of attendance by registered mail to the respondents' last known address deemed served June 1, 2016, pursuant to section 71(5) of the Act. Neither Mr. B. nor Ms. M. appeared at hearing, nor did anyone appear on their behalf. The hearing proceeded in their absence pursuant to section 80(2) of the Act.

*Tenancy agreement*

The applicant's representatives testified and provided evidence establishing a tenancy agreement between the parties for subsidized public housing which ended December 4, 2015, when the respondents were evicted in accordance with Rental Officer Order Number 10-14937. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act and that the tenancy agreement was terminated in accordance with the Act.

I neglected to note at hearing that the applicant included in their claim for costs the sheriff's fees for eviction in the amount of \$347.10. This fee is not recoverable from the respondents under the Act and must be denied.

*Repairs and cleaning*

The applicant's representatives testified and provided evidence supporting their claim for costs associated with cleaning the entire rental premises, disposing of garbage left behind by the respondents, replacing two interior doors, replacing the smoke detector, replacing three front closet shelves, replacing the toilet paper holder and towel bar, repairing a broken radiator cover, replacing a light switch cover and thermostat cover, replacing two window panes in the living room, replacing light bulbs and blind slats, and repairing one kitchen shelf. I am satisfied the listed cleaning and repairs were necessary as a result of the respondents' wilful or negligent conduct. I am satisfied the costs claimed to effect the cleaning and repairs, including the admin fees and GST, are reasonable. I find the respondents have breached their obligation to repair damages caused by their wilful or negligent conduct. I find the respondents have failed to comply with their obligation to maintain the ordinary cleanliness of the rental premises. I find the respondents liable for the costs of repairs and cleaning in the amount of \$2,649.57

*Security deposit*

The applicant's representatives testified and provided evidence establishing a remaining amount of security deposit (after being applied to rental arrears) of \$923. This amount has appropriately been retained against the costs of repairs and cleaning, resulting in a remaining amount owing for repairs and cleaning of \$1,726.57.

*Order*

An order will issue requiring the respondents to pay costs of repairs and cleaning in the amount of \$1,726.57.

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Adelle Guigon  
Rental Officer