

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

M.E.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 17, 2016

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: E.N., representing the applicant
C.O., representing the applicant

Date of Decision: June 17, 2016

REASONS FOR DECISION

An application to a rental officer made by Yellowknife Housing Authority on behalf of the NTHC as the applicant/landlord against M.E. 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 to the respondent at her last known address by registered mail deemed served May 6, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act).

The applicant alleged the respondent had caused damages to the rental premises and left the premises in an unclean condition. An order was sought for costs of 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. Ms. M.E. was sent notice of the hearing to her last known address by registered mail deemed served June 1, 2016, pursuant to section 71(5) of the Act. Ms. E. 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 Act.

Tenancy agreement

The applicant's representatives testified and presented evidence establishing a tenancy agreement between the parties for subsidized public housing commencing October 18, 2013. The respondent vacated the rental premises on or about December 31, 2015. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

Security deposit

A security deposit in the amount of \$1,626.02 was retained by the applicant upon the respondent vacating the rental premises. Four hundred and thirty dollars of that was applied against accumulated rental arrears. The remaining balance of \$1,196.02 was retained against costs associated with repairs and cleaning of the rental premises.

Repairs and cleaning

The applicant's representatives testified and provided evidence establishing the condition of the rental premises upon the repossession of the rental premises by the landlord. Although the applicant has identified the respondent's termination date as December 31, 2015, they were not able to reclaim possession of the rental premises until January 18, 2016, and conducted the exit inspection on January 21, 2016. The respondent had not left a forwarding address or any contact information prior to vacating, and did not participate in the exit inspection.

The respondent had abandoned personal property in the rental premises which the applicant inventoried and hired Best Movers to pack and transport for storage and disposal. The premises required cleaning throughout. Repairs included replacing four light globes, replacing one closet door, replacing a broken kitchen drawer, replacing burnt out light bulbs, replacing three interior doors, replacing a cover plate, replacing a towel bar, replacing three bedroom window screen, and replacing three bedroom window blinds. The total costs to effect the repairs, cleaning, and property removal, including admin fees and GST, amount to \$3,737.96. As previously mentioned, the remaining security deposit of \$1,196.02 was appropriately retained against these costs, reducing the amount claimed against the respondent to \$2,541.94.

I am satisfied the respondent failed to clean the rental premises upon vacating, abandoned personal property, and caused damages to the rental premises. I am satisfied the costs associated with rectifying the defects are reasonable. I find the respondent has failed to comply with her obligation to repair damages caused by her or her guests' wilful or negligent conduct. I find the respondent has failed to comply with her obligation to maintain the ordinary cleanliness of the rental premises. I find the respondent liable for costs to repair and clean the rental premises in a remaining amount of \$2,541.94.

Order

An order will issue requiring the respondent to pay costs for repairs and cleaning in the remaining amount of \$2,541.94.

Adelle Guigon
Rental Officer