

IN THE MATTER between **NTHC**, Applicant, and **W.T.**, 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-

**W.T.**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>August 16, 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>August 16, 2016</b>

**REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of the NTHC as the applicant/landlord against W.T. 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 served a copy of the filed application on the respondent by registered mail signed for May 6, 2016.

The applicant alleged the respondent had caused damages to the rental premises, had abandoned personal property, and had left the premises in an unclean state. An order was sought for payment of costs to repair and clean the rental premises, including costs to remove the abandoned personal property.

A hearing was scheduled for August 16, 2016, in Yellowknife, Northwest Territories. Ms. E.N. and Mr. C.O. appeared representing the applicant. Mr. W.T. was served notice of the hearing by registered mail signed for August 2, 2016. As Mr. T. was incarcerated at the time, he was given the opportunity to appear at the hearing by teleconference. The notice was also sent for Mr. T.'s attention by email to his case worker and the intake coordinator at the local jail, which were confirmed received and provided to Mr. T. on August 11, 2016. Mr. T. did not appear at the hearing, nor did anyone appear on his behalf. The hearing proceeded in his absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

*Tenancy agreement*

The applicant's representative testified and provided evidence establishing that the parties had entered into a residential tenancy agreement for subsidized public housing commencing October 31, 2014. The respondent vacated the rental premises and an exit inspection was conducted on November 30, 2015. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

*Repairs and cleaning*

The applicant's representatives testified that when the respondent vacated the rental premises he left behind a washing machine, three dressers, a DVD player, a queen-sized bed, and a small shelving unit. The entry/exit inspection report corroborated the applicant's representatives testimony that the respondent had failed to clean the rental premises before leaving, and had caused damages. Costs were claimed for cleaning the entire premises, removing and disposing of the abandoned property, replacing two electrical covers, patching and painting 5.5 walls, replacing some door trim and baseboard, replacing a sink stopper, replacing a light fixture, 10 percent admin fees, and 5 percent GST in the total amount of \$2,133.29.

I am satisfied based on the evidence and testimony presented that the respondent is responsible for the items above listed, and I am satisfied that the costs claimed to remedy the effects are reasonable.

The applicant appropriately withheld a portion of the security deposit against rental arrears and the remaining amount of \$1,472.71 against the above claimed costs of repairs. I find the respondent liable to the applicant for the remaining balance owing for repairs and cleaning in the amount of \$660.58.

*Order*

An order will issue requiring the respondent to pay the remaining costs for repairs and cleaning in the amount of \$660.58.

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Adelle Guigon  
Rental Officer