

IN THE MATTER between **NTHC**, Applicant, and **L.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-

L.T.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 3, 2016

Place of the Hearing: Inuvik, Northwest Territories

Appearances at Hearing: K.B., representing the applicant
D.D., representing the applicant

Date of Decision: August 3, 2016

REASONS FOR DECISION

An application to a rental officer made by IHA on behalf of the NTHC as the applicant/landlord against L.T. as the respondent/tenant was filed by the Rental Office May 4, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The applicant personally served a copy of the filed application on the respondent May 11, 2016.

The applicant alleged the respondent had caused damages to the rental premises and residential complex and had 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 August 3, 2016, in Inuvik, Northwest Territories. The rental officer appeared by telephone. Ms. K.B. and Ms. D.D. appeared representing the applicant. Ms. L.T. was served notice of the hearing by registered mail signed for July 19, 2016. Ms. T. 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).

Tenancy agreement

The applicant's representatives testified and provided evidence establishing a tenancy agreement between the parties for subsidized public housing commencing July 1, 2015. Rental Officer Order Number 10-14911 evicting the respondent from the rental premises was enforced on December 15, 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 and provided evidence establishing that the rental premises was left in an unclean state and with damages. A check out inspection conducted on December 15, 2016, documented, both in writing and with photographs, the condition of the premises and the costs to repair as follows:

cleaning throughout	\$2,670.00
replace interior doors	\$1,334.00
patch and paint holes in walls throughout	\$1,675.00
replace receptacle covers	\$20.00
reattach vent cover	\$5.00
replace damaged stove handle	\$75.00
repair broken kitchen drawer	\$135.00
replace kitchen light shade	\$55.00
repair/replace window screens	\$170.00
replace towel bar	\$60.00
repair radiator covers throughout	\$190.00
10% admin fee	\$638.90
5% GST	\$351.40
Total	\$7,379.30

Based on the evidence presented, I am satisfied the respondent failed to maintain the ordinary cleanliness of the rental premises and is responsible for the claimed damages. I am satisfied the amounts claimed to effect the necessary cleaning and repairs are reasonable. I find the respondent liable for the costs to clean and repair the rental premises in the amount of \$7,379.30.

The applicant appropriately retained the security deposit of \$1,625.67 against the costs of cleaning and repairs. As such, I find remaining costs of cleaning and repairs owed by the respondent to be \$6,609.35.

Order

An order will issue requiring the respondent to pay for costs of cleaning and repairs in the amount of \$6,609.35.

Adelle Guigon
Rental Officer