

IN THE MATTER between **NTHC**, Applicant, and **B.G.**, 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-

**B.G.**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 29, 2016

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** A.G., representing the applicant  
J.B., representing the applicant

**Date of Decision:** June 29, 2016

**REASONS FOR DECISION**

An application to a rental officer made by NTHC as the applicant/landlord against B.G. as the respondent/tenant was filed by the Rental Office March 18, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Norman Wells, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for April 20, 2016.

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

A hearing was scheduled for June 29, 2016, by three-way teleconference. Ms. A.G. and Ms. J.B. appeared representing the applicant. Ms. B.G. was served notice of the hearing by registered mail signed for June 13, 2016. Ms. B.G. 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 residential tenancy agreement between the parties for subsidized public housing commencing April 1, 2012. A check-in inspection was not conducted until March 4, 2013. The respondent vacated the rental premises October 20, 2015. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

*Rental arrears*

The lease balance statements and customer aged details entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respondent's rent account. All rents have been subsidized based on reported household income. The last payment was received on the account February 27, 2015, in the amount of \$890. I am satisfied the lease balance statements and customer aged details accurately reflect the current status of the respondent's rent account. I find the respondent has accumulated rental arrears in the amount of \$4,388.

*Cleaning and repairs*

The applicant's representatives testified and provided evidence substantiating that the rental premises required a thorough cleaning, that some property had been abandoned, that an interior door was damaged, that there were several minor holes in the walls and ceiling, that the oven door was damaged, and that the respondent had not returned the keys to the premises. Total costs claimed for cleaning the rental premises, disposing of the abandoned property and the damaged oven, patching of the holes in the walls and ceiling, replacing the interior door, and changing the locks amounted to \$926.81.

I am satisfied the claimed items are the respondent's responsibility. I am satisfied the costs associated with effecting the necessary cleaning and repairs are reasonable. I find the respondent liable for the costs to clean and repair the rental premises in the total amount of \$926.81.

*Orders*

An order will issue requiring the respondent to pay rental arrears in the amount of \$4,388 and to pay costs of cleaning and repairs in the amount of \$926.81.

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Adelle Guigon  
Rental Officer