

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

**R.L.**

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.L., 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 R.L. as the respondent/tenant. 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 package on the respondent by registered mail sent to his last known address deemed served May 6, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act).

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

A hearing was scheduled for August 16, 2016, in Yellowknife, Northwest Territories. Ms. E.L. appeared representing the applicant. Mr. R.L. was sent notice of the hearing by registered mail at his last known address deemed served July 30, 2016, pursuant to section 71(5) of the Act. A detailed voicemail was also left for him on August 11, 2016. Mr. L. did not appear at hearing, nor did anyone appear on his behalf. The hearing proceeded in his absence pursuant to section 80(2) of the Act.

*Tenancy agreement*

The applicant's representative testified and provided evidence establishing a residential tenancy agreement between the parties for subsidized public housing commencing February 19, 2010. The respondent was evicted from the rental premises August 7, 2015. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

*Time for making an application*

The applicant's representative testified to repeatedly attempting to secure a forwarding address for the respondent after he was evicted in order to facilitate communication of the amounts claimed by the applicant. After several unsuccessful attempts, the applicant proceeded in their application against the respondent based on the last known address in accordance with section 71(3) of the Act. I am satisfied it would not be unfair to grant an extension to the time for making this application and have done so pursuant to section 68(3) of the Act.

*Previous order*

Rental Officer Order Number 10-14691 dated July 7, 2015, ordered: the respondent to pay rental arrears in the amount of \$1,430 and future rent on time; termination of the tenancy agreement July 31, 2015, unless the rental arrears were paid in full; and eviction from the rental premises August 1, 2015, if the termination of the tenancy agreement became effective.

*Rental arrears*

The applicant's representative testified that no payments have been received against the respondent's rent account since he was evicted. The statement of account entered into evidence represents the landlord's accounting of monthly assessed rents and payments made against the respondent's rent account. I am satisfied the statement of account accurately reflects the status of the respondent's rent account.

The balance owing for rent is \$1,877. All rents have been subsidized. This balance includes the amount ordered paid under Rental Officer Order Number 10-14691 of \$1,430. That previous order remains enforceable, as such any order for payment of rental arrears will account for the additionally accumulated rental arrears. The difference between the current rental arrears owing and the amount previous ordered paid represents the rental arrears accumulated since the issuance of Rental Officer Order Number 10-14691. I find the respondent has accumulated additional rental arrears in the amount of \$447.

*Repairs and cleaning*

After the respondent was evicted from the rental premises, an exit inspection was conducted on August 10, 2015. The entry and exit inspection reports corroborate the applicant's representative's testimony regarding the condition of the premises. It was found to have been in an unclean condition with garbage requiring disposal, and the large patio door blinds were missing. The applicant's claim for costs to clean the rental premises, steam clean the carpets, dispose of the garbage, and replace the patio door blinds amounted to \$1,559.25, including the 10 percent admin fee and 5 percent GST.

I am satisfied the respondent is responsible for the cleaning and repairs as claimed, and I find the respondent liable for the costs of cleaning and repairs in the amount of \$1,559.25. The applicant appropriately retained the security deposit of \$1,028.61 against the costs of repairs and cleaning, and this will be reflected in my order to pay.

*Orders*

An order will issue requiring the respondent to pay rental arrears in the amount of \$447 and to pay costs of repairs and cleaning in the amount of \$530.64.

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Adelle Guigon  
Rental Officer