

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

T.M.

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	August 16, 2016
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	E.N., representing the applicant
<u>Date of Decision:</u>	August 16, 2016

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the applicant/landlord against T.M. 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 email deemed received July 3, 2016, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

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

A hearing was scheduled for August 16, 2016, in Yellowknife, Northwest Territories. Ms. E.N. appeared representing the applicant. Ms. T.M. was served notice of the hearing confirmed received August 11, 2016. Ms. M. did not appear at hearing, nor did anyone appear on her behalf. The hearing proceeded in Ms. M.'s absence pursuant to section 80(2) of the *Residential Tenancies Act* (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 April 15, 2010. The respondent was evicted in accordance with Rental Officer Order Number 10-14738 on August 20, 2015. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

Extension to time for making application

On September 28, 2015, the respondent entered into an agreement to pay the applicant accumulated rental arrears and costs for cleaning and repairs in the total amount of \$6,587.41 in monthly installments of \$49.93 starting in October 2015. The respondent did not in fact commence making monthly payments until December 2015, and then not consistently in the agreed upon amount until March 2016. The applicant waited to file the application to afford the respondent opportunity to resolve her arrears, and then proceeded to file the application to ensure they had the necessary order to be able to enforce payment should the respondent falter. The respondent did contact the rental officer on August 11, 2016, by telephone, confirming both the receipt of the notice of hearing and the debt she carries with the applicant. Being satisfied that extending the time for making an application under section 68 of the Act would not be unfair to either party, I granted the extension and allowed the hearing to proceed.

Previous orders

Rental Officer Order Number 10-12745 dated April 13, 2012, required the respondent to comply with her obligation not to permit a pet in the rental premises and not to breach that obligation again.

Rental Officer Orders Number 10-14738A and 10-14738B dated July 23, 2015, required the respondent to pay overholding rental arrears in the amount of \$3,126.17 and to pay for use and occupation of the rental premises at a rate of \$54.08 for each day she remained in the rental premises after July 31, 2015, and ordered the respondent evicted from the rental premises on August 7, 2015.

Rental arrears

The applicant requested an order for payment of overholding rental arrears, however, Rental Officer Order Number 10-14738A remains enforceable for the full amount of arrears claimed. No further order is necessary.

Repairs and cleaning

The applicant's representative testified and provided evidence establishing the condition of the rental premises upon the respondent's eviction as extremely unclean with various articles of personal property left behind. The respondent emailed consent for the applicant to dispose of any and all items that were left behind. Also documented as damages to the rental premises were broken fridge rails, holes in two bedroom walls, two broken bathroom lampshades, one broken bathroom towel bar, and a mirror that had been attached to the ceramic tile in the bathroom. Costs claimed to effect the necessary repairs, cleaning, and disposal of items amounted to \$3,617.28, including a 10 percent admin fee and 5 percent GST.

The security deposit of \$1,204.03 was appropriately retained against the costs of cleaning and repairs, resulting in a remaining amount owing for cleaning and repairs of \$2,413.25. I am satisfied the respondent failed to clean the premises prior to vacating and caused damages. I find the respondent liable to the applicant for the costs of cleaning and repairs, less the security deposit, in the amount of \$2,413.25.

Order

An order will issue requiring the respondent to pay costs to clean and repair the rental premises in the amount of \$2,413.25.

Adelle Guigon
Rental Officer