

IN THE MATTER between **NTHC**, Applicant, and **AS and DT**, Respondents.

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-

AS and DT

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 28, 2016
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	RB, representing the applicant
<u>Date of Decision:</u>	September 28, 2016

REASONS FOR DECISION

An application to a rental officer made by YDFNHD on behalf of the NTHC as the applicant/landlord against AS and DT as the respondents/tenants was filed by the Rental Office March 2, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in N'Dilo, Yellowknife, Northwest Territories. The applicant served a copy of the filed application on the respondents by email deemed received March 12, 2016, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The initial hearing, held April 19, 2016, was adjourned *sine die* with respect to the applicant's claim for costs of repairs and cleaning. The continuation hearing was re-scheduled to September 28, 2016, in Yellowknife, Northwest Territories. Ms. RB appeared representing the applicant. Ms. AS and Mr. DT were sent notices of the hearing by registered mail signed for by DT September 16, 2016, and deemed served on AS September 23, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). AS was also served the notice of hearing by email deemed received September 22, 2016. Neither respondent appeared at hearing, nor did anyone appear on their behalf. The hearing proceeded in the respondents' absence pursuant to section 80(2) of the Act.

Tenancy agreement

The tenancy agreement was previously established at the April 19th hearing as commencing November 9, 2009, and ending when the respondents vacated the premises February 3, 2016.

Repairs and cleaning

At hearing, the applicant's representative withdrew their claim for damages. The applicant is only seeking costs for cleaning and disposal of property and garbage.

The applicant's representative testified and provided evidence establishing the rental premises was left in an unclean state and with several items of abandoned, worthless personal property and garbage. AS gave written consent for the applicant to dispose of all items that were left behind, and understood her obligation to pay for the associated costs of disposal and cleaning. The applicant provided invoices and receipts in support of their claim for costs to dispose of the property and garbage totalling \$389.05. They additionally claimed \$500 for cleaning the premises.

I am satisfied the respondents left the rental premises in an unclean condition. I find the respondents liable to the applicant for the costs of cleaning and disposal in the total amount of \$889.05.

Order

An order will issue requiring the respondents to pay the costs of cleaning and disposal in the amount of \$889.05.

Adelle Guigon
Rental Officer