

IN THE MATTER between **NTHC**, Applicant, and **SM**, 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-

SM

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 4, 2016
<u>Place of the Hearing:</u>	Fort Smith, Northwest Territories
<u>Appearances at Hearing:</u>	CS, representing the applicant AH, representing the applicant
<u>Date of Decision:</u>	October 4, 2016

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against SM as the respondent/tenant was filed by the Rental Office May 11, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The applicant sent a copy of the filed application to the respondent's last known address by registered mail deemed served June 1, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act).

The applicant alleged the respondent had accumulated rental arrears, left the rental premises in an unclean state, and failed to return the keys to the rental premises upon abandonment. An order was sought for payment of the rental arrears, payment for cleaning costs, and payment for costs to replace the locks to the rental premises.

A hearing was scheduled for October 4, 2016, in Fort Smith, Northwest Territories. The rental officer appeared by telephone. Mr. CS and Ms. AH appeared representing the applicant. Mr. SM was sent notice of the hearing to his last known address by registered mail deemed served September 15, 2016. The respondent did not appear at hearing, nor did anyone appear on his behalf. The hearing proceeded in the respondent's absence pursuant to section 80(2) of 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 January 26, 2015. The respondent abandoned the rental premises in February 2016 and the applicant conducted an exit inspection on February 19, 2016, reclaiming possession of the rental premises. 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 supporting their claim for costs to replace the locks to the rental premises, for cleaning the rental premises, and for disposal of garbage that had been left behind by the respondent. The keys to the rental premises had never been returned by the respondent to the applicant, justifying the requirement to replace the locks. I am satisfied the respondent failed to return the keys to the rental premises and failed to clean the rental premises upon vacating. I find the respondent liable for the costs of relacing the locks and cleaning the rental premises in the total amount of \$187.79. The respondent appropriately withheld the respondent's security deposit against the costs of repairs and cleaning, resulting in a security deposit credit of \$312.42.

Rental arrears

The lease balance statements 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 assessed subsidies based on reported household income. I am satisfied the respondent has failed to pay rent. I find the respondent has accumulated rental arrears in the amount of \$1,030. The respondent appropriately withheld the remaining security deposit credit of \$312.42 against the accumulated rental arrears, resulting in a remaining amount of rental arrears owing of \$717.58.

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$717.58.

Adelle Guigon
Rental Officer