

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

JS

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 27, 2016
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	BB, representing the applicant CO, representing the applicant JS, respondent
<u>Date of Decision:</u>	October 27, 2016

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the applicant/landlord against JS as the respondent/tenant was filed by the Rental Office September 12, 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 registered mail signed for September 15, 2016.

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 the rental arrears and payment of costs for repairs and cleaning.

A hearing was scheduled for October 27, 2016, in Yellowknife, Northwest Territories. Mr. BB and Mr. CO appeared representing the applicant. Mr. JS appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing September 7, 2011. The tenancy ended August 8, 2016. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears and security deposit

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 between April 1 and August 31, 2016. All rents except July and August 2016 were assessed subsidies, and August 2016 rent was prorated to August 8th. The last payment made against the rent account was recorded May 31, 2016, in the amount of \$80. The respondent did not dispute either the accuracy of the accounting, the application of the maximum rent for July and August, or the amount of rental arrears.

I am satisfied the statement of account accurately reflects the current status of the respondent's rent account and I find the respondent has accumulated rental arrears in the amount of \$2,124. The applicant appropriately withheld the respondent's security deposit, including interest, of \$1,549.25 against the accumulated rental arrears, resulting in a remaining amount of rental arrears of \$574.75.

Repairs and cleaning

The parties agreed and evidence was presented establishing the condition of the rental premises at the end of the tenancy with the following deficiencies:

Cleaning required throughout	\$650.00
Carpets required steam cleaning throughout	\$450.00
Patching and painting required throughout	\$1,500.00
Removal and disposal of remaining items	\$120.00
Replacement of one exterior door and sidelight	\$1,850.00
Reinstall one light globe	\$30.00
Replace seven interior doors	\$1,330.00
Replace three closet doors	\$450.00
Replace trim around one interior door	\$60.00
Replace one bedroom window	\$575.00
Replace one set of window blinds	\$150.00
Sub-total	\$7,165.00
10% admin fee	\$716.50
Sub-total	\$7,881.50
5% GST	\$394.08
Total	<u>\$8,275.58</u>

The tenant check-in/out unit condition report and several photographs support the above claimed damages. The respondent did not dispute his responsibility for the above claimed damages and had previously acknowledged the debt by signing an agreement to pay on September 30, 2016.

I am satisfied the respondent is responsible for the claimed damages and for failing to keep return the rental premises to the landlord at the end of the tenancy in an ordinary state of cleanliness. I find the respondent liable to the applicant for costs associated with cleaning and repairs in the amount of \$8,275.58.

Orders

An order will issue: requiring the respondent to pay rental arrears in the amount of \$574.75 and requiring the respondent to pay costs for repairs and cleaning in the amount of \$8,275.58.

Adelle Guigon
Rental Officer