

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

**BW**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 30, 2016

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** AB, representing the applicant  
RW, representing the respondent

**Date of Decision:** November 30, 2016

### **REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of the NTHC as the applicant/landlord against BW as the respondent/tenant was filed by the Rental Office September 20, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on the respondent September 25, 2016.

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

A hearing was scheduled for November 30, 2016, in Yellowknife, Northwest Territories. Ms. AB appeared representing the applicant. Mr. RW appeared representing the respondent.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between the applicant and respondent for subsidized public housing commencing May 1, 2015. The respondent vacated the rental premises April 21, 2016, ending the tenancy agreement. I am satisfied a valid tenancy agreement was in place between the applicant and respondent in accordance with the *Residential Tenancies Act* (the Act).

#### *Damages and cleaning*

The applicant's representative testified and provided evidence that the respondent failed to clean the rental premises prior to vacating, including leaving a substantial amount of items behind for disposal, and caused damage to the patio door frame and screen door. The respondent provided written authorization to the applicant to dispose of all items that were left behind. The respondent's representative did not dispute the applicant's claims.

I am satisfied the respondent failed to comply with his obligation to maintain the ordinary cleanliness of the rental premises and that the respondent is responsible for the damages to the patio door frame and screen door. I find the respondent liable to the applicant for the costs of repairs and cleaning in the amount of \$3,601.58. The applicant appropriately withheld the security deposit against rental arrears (which were fully resolved) and the costs of repairs and cleaning, reducing the amount owing for repairs and cleaning to \$2,676.39.

*Order*

An order will issue requiring the respondent to pay the costs of repairs and cleaning in the amount of \$2,676.39.

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Adelle Guigon  
Rental Officer