

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

PR

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 23, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: GA, representing the applicant

Date of Decision: March 23, 2017

REASONS FOR DECISION

An application to a rental officer made by NTHC as the applicant/landlord against PR as the respondent/tenant was filed by the Rental Office May 4, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Whati, Northwest Territories. The applicant personally served the filed application on the respondent May 9, 2016. An addendum to the application was filed July 26, 2016. The addendum had not been successfully served on the respondent by the first scheduled hearing date on October 25, 2016. That hearing only considered the issues originally applied for; the issues related to the addendum were adjourned *sine die* pending proof of service of the addendum on the respondent. The applicant personally served the addendum on the respondent November 21, 2016.

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

A hearing was scheduled for March 23, 2017, by three-way teleconference. GA appeared representing the applicant. PR was served notice of the hearing by registered mail signed for March 14, 2017. The respondent did not appear at the hearing, nor did anyone appear on her behalf. The hearing proceeded in the respondent's absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Preliminary matters

The application to a rental officer did not identify an agent for the landlord, NTHC, because the landlord did not have a local housing organization at the time to act as agent for them within the community. Since filing of the application to a rental officer the WHA was established locally to act as the landlord's agent. I am satisfied WHA is the local agent for the NTHC and is appropriately acting as the landlord's agent in this matter.

Previous orders

Rental Officer Order Number 10-14074 dated September 4, 2014, required the respondent to pay rental arrears in the amount of \$25,867.88 in minimum monthly installments of \$519.52 starting in August 2014, and required the respondent to pay her rent on time in the future.

Rental Officer Order Number 15183 dated December 6, 2016, rescinded paragraph 1 of Rental Officer Order Number 10-14074 and required the respondent to pay rental arrears in the amount of \$38,234.43.

Tenancy agreement

The applicant's representative testified and provided evidence establishing a residential tenancy agreement between the parties for subsidized public housing commencing April 1, 2012. The respondent vacated the rental premises May 31, 2016. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

Repairs and cleaning

The applicant's representative testified and provided substantive evidence of damages to the rental premises consisting exclusively of holes, gauges, scratches, marks, and non-removable stickers in most of the walls in the rental premises. The damages required patching, sanding, and painting.

The applicant's representative testified and provided evidence in support of the claim that the rental premises was left in an unclean state, requiring cleaning of walls, floors, windows, cabinets, appliances, and fixtures.

A claim of \$100 was made to remove "carpet treads", but the applicant's representative could provide no explanation for this claim, nor were any photographs provided in support of the claim as being for something the respondent might be responsible for. This claim was denied.

I am satisfied the respondent is responsible for the damages to the walls and for leaving the rental premises in an unclean state. I am satisfied the amounts claimed to effect the necessary repairs and cleaning are reasonable under the circumstances. I find the respondent liable to the applicant for costs to repair the walls in the amount of \$8,557.50 and I find the respondent liable to the applicant for costs to clean the rental premises in the amount of \$165.

A security deposit of \$601.01 was retained by the applicant against the costs of repairs and cleaning and will be accounted for in an order to pay.

Orders

An order will issue requiring the respondent to pay costs for repairs and cleaning in the total amount of \$7,063.99.

Adelle Guigon
Rental Officer