

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

**DK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 23, 2017

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

**Appearances at Hearing:** EM, representing the applicant

**Date of Decision:** March 23, 2017

**REASONS FOR DECISION**

An application to a rental officer made by FLSH on behalf of the NTHC as the applicant/landlord against DK as the respondent/tenant was filed by the Rental Office December 5, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Fort Liard, Northwest Territories. The applicant served the filed application on the respondent by registered mail signed for December 16, 2016.

The applicant alleged 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. EM appeared representing the applicant. DK was served notice of the hearing by registered mail signed for March 8, 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 was completed by a representative of FLSH on behalf of the NTHC. Since filing of the application, the local agent for the NTHC in Fort Liard transferred from FLSH to FLHA. The representative who completed the application and appeared at the hearing on behalf of the applicant was also transferred from FLSH to FLHA. I am satisfied that FLHA is an authorized agent for the NTHC.

*Previous orders*

Rental Officer Order Number 10-14675 dated July 6, 2015, required the respondent to pay rental arrears in the amount of \$1,350, required the respondent to pay her future rent on time, terminated the tenancy agreement July 31, 2015, evicted the respondent from the rental premises August 1, 2105, and required the respondent to pay compensation for use and occupation of the rental premises at a rate of \$50.79 for each day she remained in the rental premises after July 31, 2015.

Rental Officer Order Number 10-15117 dated June 29, 2016, required the respondent to pay rental arrears in the amount of \$10,710, required the respondent to report her household income for the months of November 2015 to June 2016, terminated the tenancy agreement June 30, 2016, evicted the respondent from the rental premises July 1, 2016, and required the respondent to pay compensation for use and occupation of the rental premises at a rate of \$50.79 for each day she remained in the rental premise after June 30, 2016.

*Tenancy agreement*

The applicant's representative testified and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing April 1, 2014. The respondent vacated the rental premises July 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 evidence supporting the claim that the respondent had damaged the refrigerator beyond further usefulness, had failed to clean the rental premises upon vacating, and had failed to return the keys to the rental premises upon vacating.

The applicant had claimed \$1,154.99 for the full replacement cost of the refrigerator plus \$836 for the labour to remove and dispose of the old fridge and install the new fridge. Upon inquiry, it was confirmed that the original refrigerator was purchased January 17, 2014. The average useful life of a refrigerator is 13 years, which means the landlord benefited from 19 percent of the useful life of the original refrigerator. I am satisfied the respondent damaged the refrigerator beyond further usefulness. I find the respondent liable for 81 percent of the replacement cost of the refrigerator amounting to \$935.54, and I find the respondent liable for the labour costs to remove and dispose of the old fridge and install the new fridge in the amount of \$836.

The applicant's representative's testimony and the check-in/check-out inspection report support the applicant's claim that the respondent failed to clean the rental premises upon vacating, leaving all walls, floors, appliances, and fixtures in a significantly unclean state. Invoices and receipts for costs incurred to return the rental premises to a clean condition were also submitted into evidence.

I am satisfied the respondent failed to return the rental premises to an ordinary state of cleanliness and failed to return the keys to the rental premises upon vacating. I find the respondent liable for cleaning costs in the amount of \$585.01 and for cost to replace the keys to the rental premises in the amount of \$100.

A remaining security deposit of \$205.67 was retained 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 cleaning and repairs in the total amount of \$1,755.88.

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Adelle Guigon  
Rental Officer