

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

PM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 23, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AB, representing the applicant

Date of Decision: March 23, 2017

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the applicant/landlord against PM 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 Yellowknife, Northwest Territories. The applicant served the filed application on the respondent by registered mail signed for December 15, 2016.

The applicant alleged the respondent had caused damages to the rental premises and had 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. AB appeared representing the applicant. PM was sent notice of the hearing by registered mail deemed served March 9, 2017, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). 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 Act.

Tenancy agreement

The applicant's representative testified and provided evidence establishing a residential tenancy agreement between the parties for subsidized public housing commencing December 2, 2013. The respondent vacated the rental premises November 7, 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 establishing that the respondent had failed to return the rental premises to an ordinary state of cleanliness upon vacating which required an extensive amount of cleaning and disposal of debris to recover. Costs for cleaning amounted to \$981.75. I am satisfied the respondent failed to maintain the ordinary cleanliness of the rental premises and that the costs claimed under the circumstances are reasonable. I find the respondent liable to the applicant for cleaning costs in the amount of \$981.75.

The applicant's representative testified and provided evidence establishing the following damages to the rental premises at the end of the tenancy, and the related costs for repairs:

removing a satellite dish from the exterior of the premises	\$60.00
replacing three light fixtures (globes)	\$120.00
patching and painting nine walls with holes and/or gouges in them	\$1,800.00
painting nine walls with markings and writing on them (different walls from above)	\$900.00
replacing a handrail	\$120.00
replacing a shelf	\$40.00
refinishing the bathroom vanity	\$180.00
replacing a window screen	\$40.00
replacing one interior door	\$200.00
removing a mirror from a bedroom wall	\$30.00
Sub-total	\$3,490.00
10% Admin Fee	\$349.00
Sub-total	\$3,839.00
5% GST	\$191.95
TOTAL	\$4,030.95

Having review the material entered into evidence and having heard the applicant's representative's testimony, I am satisfied that all of the claims for damages made by the applicant represent damages beyond normal wear and tear. I am further satisfied that the amounts claimed to effect the necessary repairs are reasonable. I find the respondent has caused damages to the rental premises and is liable to the applicant for the costs of repairs in the amount of \$4,030.95

The applicant retained a remaining amount of security deposit of \$1,387.59 against the costs of repairs and cleaning which 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 amount of \$3,625.11.

Adelle Guigon
Rental Officer