

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

PL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 29, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AB, representing the applicant

Date of Decision: March 29, 2017

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the applicant/landlord against PL as the respondent/tenant was filed by the Rental Office December 13, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the respondent by registered mail signed for December 29, 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 29, 2017, in Yellowknife, Northwest Territories. AB appeared representing the applicant. PL was served notice of the hearing by registered mail signed for March 21, 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).

Tenancy agreement

The applicant's representative testified and submitted evidence establishing a residential tenancy agreement between the parties for subsidized public housing commencing June 30, 2015. The tenancy ended September 2, 2016, when the respondent vacated the rental premises. 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 rental premises was left in an unclean state when the respondent vacated, with garbage and debris throughout the premises. The exit inspection also identified damages to a closet door, five light globes, the refrigerator, window blinds, two walls, the balcony door, two interior doors, one window screen, bathroom hardware, and the balcony rail.

Both the entry and exit inspection reports were submitted into evidence, as well as the property owner's independent move-out inspection report, all substantiating the claims for damages and cleaning. An itemized statement of costs to effect the necessary repairs and cleaning was submitted into evidence totalling \$3,774.54.

I am satisfied based on the testimony and documentary evidence that the rental premises was left in an unclean condition and with the damages as described. I am satisfied that the costs claimed to effect repairs and cleaning are reasonable. I find the respondent liable for the costs to effect repairs and cleaning in the amount of \$3,774.54. The applicant appropriately retained the security deposit against rental arrears first and then the remaining security deposit balance of \$980.57 against the costs of repairs and cleaning.

Order

An order will issue for the respondent to pay the remaining balance of the costs for repairs and cleaning in the amount of \$2,793.97.

Adelle Guigon
Rental Officer