

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

PB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 18, 2017

Place of the Hearing: Fort Smith, Northwest Territories

Appearances at Hearing: CS, representing the applicant

Date of Decision: April 18, 2017

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against PB as the respondent/tenant was filed by the Rental Office February 24, 2017. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was served on the respondent by registered mail signed for March 20, 2017.

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

A hearing was scheduled for April 18, 2017, in Fort Smith, Northwest Territories. The Rental Officer appeared by telephone. CS appeared representing the applicant. PB was served notice of the hearing by registered mail signed for April 6, 2017. The respondent did not appear at the hearing, nor did anyone appear on the respondent's 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 provided evidence establishing a residential tenancy agreement between the parties for subsidized public housing commencing July 20, 2015. The tenancy ended January 27, 2017, when the respondent moved out of the rental premises. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Rental arrears

The lease balance statements entered into evidence represent the landlord's accounting of monthly assessed rents and payments received against the respondent's rent account. All rents were subsidized. The last payment received against the respondent's rent account was recorded October 29, 2016, in the amount of \$547.50. A security deposit totalling \$1,000.69 was retained against the rental arrears.

I am satisfied the lease balance statements accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay rent and has accumulated rental arrears in the amount of \$805.06

Repairs and cleaning

The applicant's representative testified and provided evidence in support of claims for repairs and cleaning totalling \$420. The repairs include a lock-out charge of \$40 from March 2016 which remains unpaid, and holes in the walls documented at check out February 7, 2017, costing \$200 to repair. The work orders, invoices, and exit inspection report substantiate the claim that the rental premises had not been cleaned when the respondent vacated, necessitating the cleaning charges of \$180.

I am satisfied the respondent is responsible for the repairs and cleaning as claimed. I find the respondent liable to the applicant for the costs of repairs and cleaning in the amount of \$420.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$805.06; and
- requiring the respondent to pay costs of repairs and cleaning in the amount of \$420.

Adelle Guigon
Rental Officer