

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

LS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 11, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: JM, representing the applicant
AE, representing the applicant

Date of Decision: July 11, 2017

REASONS FOR DECISION

An application to a rental officer made by NWHHA on behalf of the NTHC as the applicant/landlord against LS as the respondent/tenant was filed by the Rental Office March 1, 2017. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Norman Wells, Northwest Territories. The respondent was served the filed application by registered mail signed for March 17, 2017.

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

A hearing was scheduled for July 11, 2017, by three-way teleconference. JM and AE appeared representing the applicant. LS was served notice of the hearing by email deemed received June 26, 2017, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations). 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 April 13, 2012. The respondent vacated the rental premises, ending the tenancy agreement September 14, 2016. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Rental arrears

The lease balance statement entered into evidence represents the landlord's accounting of monthly assessed rents and payments received against the respondent's rent account. All rents up to June 2016 were subsidized to \$80 per month. The respondent failed to report his household income for the 2015 calendar year as required under paragraph 6 of the written tenancy agreement, from which the monthly rents for July 2016 to June 2017 would have been assessed for eligible subsidies. As a consequence, the respondent was not eligible for any subsidies for the last three months of the tenancy (July, August, and September 2016) and was charged the maximum monthly rent of \$1,625. The September rent was prorated for the 13 days the respondent was in possession of the premises. The last two payments received against the rent account were recorded June 22, 2016, in the amount of \$100 and February 2, 2016, in the amount of \$80. The security deposit of \$250.47 was appropriately retained against the accumulated rental arrears.

I am satisfied the lease balance statement accurately reflects the current status of the respondent's rent account. I find the respondent repeatedly failed to pay his rent and has accumulated rental arrears in the amount of \$5,369.82.

Repairs and cleaning

When the respondent vacated the rental premises the applicant conducted an exit inspection and took photographs of the rental premises. The respondent had failed to clean the rental premises prior to vacating and left some garbage and debris behind. The applicant claimed \$840.63 for cleaning the premises, including costs to remove and dispose of the garbage and debris. The reports and photographs support the applicant's claim for these costs.

The applicant also claimed \$175.35 to replace the casing of the bathroom door. The entry inspection report documents that the paint on the bathroom door casing was chipped and peeling when the tenancy commenced. The exit inspection report simply stated the bathroom door “needs to be painted”. The photographs do show the peeling paint from the door casing, but do not reflect that the door requires painting. I am not satisfied the respondent is responsible for the repairs claimed for the bathroom door casing. The applicant’s claim for this cost is denied.

I am satisfied the exit inspection report and the photographs entered into evidence accurately document the condition of the rental premises at the end of the tenancy. I find the respondent failed to comply with his obligation to maintain the ordinary cleanliness of the rental premises and is liable to the applicant for cleaning costs in the amount of \$840.63.

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$5,369.82 and requiring the respondent to pay costs of cleaning in the amount of \$840.63.

Adelle Guigon
Rental Officer