

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

**AL**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 11, 2017

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

**Appearances at Hearing:** AB, representing the landlord

**Date of Decision:** May 11, 2017

**REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of the NTHC as the applicant/landlord against AL as the respondent/tenant was filed by the Rental Office March 9, 2017. 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 email deemed received March 7, 2017, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

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, cleaning, and removal of items.

A hearing was scheduled for May 11, 2017, in Yellowknife. AB appeared representing the applicant. AL was served notice of the hearing by email deemed received April 28, 2017, pursuant to section 4(4) of the Regulations. 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 evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing January 13, 2016. The tenancy ended February 14, 2017, when the respondent abandoned the rental premises. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

*Repairs and cleaning*

The applicant's representative testified and provided evidence establishing that damages had been caused to the rental premises, that the rental premises had been left in an unclean state, and that several items had been left behind in the rental premises. The following claims were made by the applicant to effect the necessary repairs, cleaning, and removal of items:

Replace 1 exterior door and closure	\$1,000.00
Replace balcony door, screen, and frame	\$2,835.00
Replace 2 interior doors	\$400.00
Replace oven door	\$400.00
Patch and paint holes in 5 walls	\$900.00
Replace 2 bathroom light bulbs	\$20.00
Replace 14 blind slats, 2 valances, and 1 window screen	\$112.00
Replace 2 door stoppers	\$16.00
Remove abandoned personal property	\$560.00
Cleaning throughout	\$650.00
Sub-total	\$6,893.00
10% admin fee	\$689.30
5% GST	\$379.12
Total	<u>\$7,961.42</u>

All of the above identified items are supported by the exit inspection report, and the entry inspection report confirms none of the above identified items were pre-existing the tenancy.

I am satisfied the respondent is responsible for the claimed damages, cleaning, and abandoned items. I find the respondent liable to the applicant for costs of repairs, cleaning, and removal of items in the amount of \$7,961.42.

The applicant appropriately retained the security deposit of \$1,625.79 against the above costs, and a rent credit the respondent held in the amount of \$239 was also applied against those costs. Therefore, an order for payment will account for the total credit of \$1,864.79.

*Order*

An order will issue requiring the respondent to pay costs for repairs, cleaning, and removal of items in the total amount of \$6,096.63.

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Adelle Guigon  
Rental Officer