

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

**DJW**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>June 13, 2017</b>
<b><u>Place of the Hearing:</u></b>	<b>Behchoko, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>BL, representing the applicant TM, representing the applicant RM, on behalf of the applicant</b>
<b><u>Date of Decision:</u></b>	<b>June 13, 2017</b>

**REASONS FOR DECISION**

An application to a rental officer made by BKGK on behalf of the NTHC as the applicant/landlord against DJW as the respondent/tenant was filed by the Rental Office March 28, 2017. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was personally served on the respondent April 10, 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 rental arrears and payment of costs of repairs and cleaning.

A hearing was scheduled for June 13, 2017, in Behchoko. BL and TM appeared representing the applicant, with RM appearing on behalf of the applicant. DJW was served notice of the hearing by registered mail signed for June 2, 2017. The respondent did not appear at the hearing, nor did anyone appear on his 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 1, 2012. The respondent vacated the rental premises, ending the tenancy January 31, 2017. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

*Rental arrears*

The lease balance statement, lease ledger, and statement of account (documents) entered into evidence represent the landlord's accounting of monthly assessed rents and payments received against the respondent's rent account. All rents have been subsidized and were last assessed at \$75 per month. No payments were received in six of the last 12 months of the tenancy.

I am satisfied the documents 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 \$818.19. The security deposit has been accounted for in this balance.

*Repairs and cleaning*

The applicant's representatives testified and provided evidence substantiating their claim for costs to repair the following damages:

Replace one exterior door	\$800
Replace one closet rod	\$25
Repair holes in walls	\$650
Replace one broken window	\$250
Repair one broken window	\$50
Replace three interior door	\$450
Replace two electrical cover plates	\$25
Replace one towel rack and one toilet paper holder	\$60
Repair damages to bathroom vanity	\$70
Replace stair rail	\$75
Replace smoke detector	\$25
Replace fire extinguisher	\$50
Cleaning throughout	\$680
40% of interior painting throughout	\$800
Repair smoke damage to exterior siding	\$100
10% of exterior painting (smoke damage)	\$100
<b>Total</b>	<b><u>\$4,210</u></b>

The entry and exit inspection reports, the condition rating report, and the photographs provided into evidence support the applicant's claims for damages. I am satisfied the condition rating report provides a fair estimation of the costs of repairs and cleaning. I am satisfied the respondent is responsible for the damages to and uncleanliness of the rental premises. I find the respondent liable to the applicant for costs of repairs and cleaning in the amount of \$4,210.

*Orders*

An order will issue requiring the respondent to pay rental arrears in the amount of \$818.19, and requiring the respondent to pay costs of repairs and cleaning in the amount of \$4,210.

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Adelle Guigon  
Rental Officer