

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

CS

Respondent/Tenant

REASONS FOR DECISION

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

REASONS FOR DECISION

An application to a rental officer made by BKGK on behalf of the NTHC as the applicant/landlord against CS 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 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 June 13, 2017, in Behchoko. BL and TM appeared representing the applicant, with RM appearing on behalf of the applicant. CS 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 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 provided evidence establishing a residential tenancy agreement between the parties for subsidized public housing commencing June 5, 2013. The respondent vacated the rental premises, ending the tenancy March 20, 2017. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

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 four broken windows	\$850
Repair holes in walls	\$670
Replace two interior doors	\$300
20% of costs to replace upstairs radiators	\$120
Replace one smoke detector	\$45
Replace the storage room door hatch	\$40
Replace one electrical plate cover	\$25
Remove vehicle from driveway	\$350
Cleaning throughout	\$205
25% of interior painting throughout	\$750
Total	\$4,155

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 uncleanness of the rental premises. I find the respondent liable to the applicant for costs of repairs and cleaning in the amount of \$4,155. The applicant appropriately retained the security deposit of \$1,150.01 against rental arrears in the amount of \$230.50. The order for payment of costs of repairs and cleaning will account for the remaining security deposit credit of \$920.51.

Orders

An order will issue requiring the respondent to pay costs of repairs and cleaning in the amount of \$3,234.49.

Adelle Guigon
Rental Officer