

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

**MM**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 14, 2017

**Place of the Hearing:** Hay River, Northwest Territories

**Appearances at Hearing:** AS, representing the applicant

**Date of Decision:** June 14, 2017

**REASONS FOR DECISION**

An application to a rental officer made by HRHA on behalf of the NTHC as the applicant/landlord against MM 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 Hay River, Northwest Territories. The filed application was sent to the respondent by registered mail deemed received April 10, 2017, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act).

The applicant alleged the respondent had caused damages to the rental premises and sought an order for payment of costs for repairs.

A hearing was scheduled for June 14, 2017, in Hay River, Northwest Territories. The Rental Officer appeared by telephone. AS appeared representing the applicant. MM was sent notice of the hearing by registered mail deemed served June 1, 2017, pursuant to section 71(5) of the Act. 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 Act.

*Previous order*

Rental Officer Order Number 15395 dated February 17, 2017, required the respondent to pay rental arrears in the amount of \$560, required the respondent to pay for costs of replacing keys in the amount of \$60, terminated the tenancy agreement February 28, 2017, evicted the respondent from the rental premises March 15, 2017, and required the respondent to pay compensation for use and occupation of the rental premises at a rate of \$53.42 per day.

*Tenancy agreement*

The applicant's representative testified and provided evidence establishing a residential tenancy agreement between the parties for subsidized public housing commencing May 1, 2016. The respondent vacated the rental premises in accordance with Rental Officer Order Number 15395 on March 13, 2017. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

*Damages*

Upon the respondent vacating the rental premises, the applicant conducted an exit inspection and identified a broken window screen, a broken window pane, garbage and debris, and that the premises had not been cleaned. The entry and exit inspection reports, work orders, and invoices were entered into evidence supporting the applicant's claim for costs of repairs and cleaning.

I am satisfied damages were caused to the rental premises and the premise was left in an unclean condition. The total cost to effect the repairs and cleaning amounted to \$802.54, against which the applicant appropriately withheld the security deposit of \$600.25. I find the respondent liable to the applicant for the remaining costs of repairs and cleaning of \$202.29.

*Order*

An order will issue requiring the respondent to pay for costs of repairs and cleaning in the amount of \$202.29.

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Adelle Guigon  
Rental Officer