

IN THE MATTER between **NTHC**, Applicant, and **JB and CS**, Respondents.

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-

JB and CS

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: August 9, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AB, representing the applicant

Date of Decision: August 9, 2017

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the applicant/landlord against JB and CS as the respondents/tenants was filed by the Rental Office June 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 respondents by email deemed received June 17, 2017, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondents 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 and cleaning.

A hearing was scheduled for August 9, 2017, in Yellowknife. AB appeared representing the applicant. JB and CS were served notice of the hearing by email deemed received July 21, 2017, pursuant to section 4(4) of the Regulations. Neither of the respondents appeared at the hearing, nor did anyone appear on their behalf. The hearing proceeded in the respondents' 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 April 4, 2014. The respondents vacated the rental premises, ending the tenancy May 11, 2017. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Repairs and cleaning

The applicant's representative testified and presented evidence in support of their claim that the respondents had caused damages to the rental premises and had left the premises in an unclean condition. The statement of tenant damages and the check-in/out unit condition reports establish the following:

Removal and disposal of garbage and debris	\$390.00
Replace broken window blinds	\$120.00
Replace one closet door	\$200.00
Replace switch covers	\$8.00
Patch and paint holes in walls	\$1,170.00
Replace oven door	\$400.00
Repair kitchen cupboards and drawers	\$120.00
Repair fridge	\$205.00
Replace two interior doors	\$400.00
Replace bathroom fixtures	\$30.00
Cleaning throughout	\$450.00
Sub-total	\$3,493.00
10% Admin Fee	\$349.30
5% GST	\$192.12
Total	<u>\$4,034.42</u>

I am satisfied that all of the above identified damages were caused by the respondents during their tenancy, that garbage and debris had been left throughout the premises, and that the premises required extensive cleaning throughout. I am satisfied that the amounts claimed to effect the necessary repairs and cleaning are reasonable. I find the respondents liable to the applicant for costs of repairs and cleaning in the amount of \$4,034.42. The applicant retained a remaining security deposit of \$1,386.75 against the costs of repairs and cleaning, which will be accounted for in the order to pay.

Order

An order will issue requiring the respondents to pay costs of repairs and cleaning in the amount of \$2,647.67.

Adelle Guigon
Rental Officer