

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

TP

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **October 4, 2017**

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

Appearances at Hearing: **AB, representing the applicant**
 TA, Integrated Case Management, for the respondent

Date of Decision: **October 4, 2017**

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the applicant/landlord against TP as the respondent/tenant was filed by the Rental Office July 27, 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 August 28, 2017, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations). An amendment to the application was received in the Rental Office by email dated August 24, 2017, and served on the respondent by email deemed received August 27, 2017, pursuant to section 4(4) of 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 of repairs and cleaning.

A hearing was scheduled for October 4, 2017, in Yellowknife. AB appeared representing the applicant. TA of the Integrated Case Management Team appeared on behalf of the respondent. TP was served notice of the hearing by email deemed received September 17, 2017, pursuant to section 4(4) of the Regulations. TA confirmed that the respondent was aware of the hearing particulars. The respondent did not appear at the hearing. The hearing proceeded in the respondent's absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The representatives present agreed and evidence was presented establishing a residential tenancy agreement between the parties to the application for subsidized public housing commencing September 1, 2015. The respondent vacated the rental premises, ending the tenancy effective July 14, 2017. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Repairs and cleaning

A tenant check-in/out unit condition was entered into evidence establishing the condition of the rental premises at the beginning of the tenancy on September 1, 2015, and at the end of the tenancy on July 14, 2017. A statement of tenant damages prepared August 14, 2017, was entered into evidence establishing the costs associated with effecting necessary repairs and cleaning as identified in the unit condition report, totalling \$7,639.17. A rent credit of \$28 and the security deposit credit of \$925.78 were applied against the costs of repairs and cleaning, reducing the balance owing to \$6,685.39.

The damages included: replacing door handles, light bulbs, light fixtures, a window, blinds, a towel bar, door stoppers, and a window screen; repairing closet doors, a door closure, a drawer, fridge, interior doors, baseboards; patching and painting throughout; and garbage disposal and cleaning throughout. All claims were made out in the evidence provided.

I am satisfied the respondent is responsible for the claimed damages and uncleanliness. I find the respondent liable to the applicant for costs of repairs and cleaning in the amount of \$6,685.39.

Adelle Guigon
Rental Officer