

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

KLW

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **October 3, 2017**

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

Appearances at Hearing: **BL, representing the applicant**
 TM, representing the applicant

Date of Decision: **October 3, 2017**

REASONS FOR DECISION

An application to a rental officer made by BKGK on behalf of the NTHC as the applicant/landlord against K LW as the respondent/tenant was filed by the Rental Office July 31, 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 September 18, 2017.

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 3, 2017, in Behchoko. BL and TM appeared representing the applicant. K LW was personally served notice of the hearing September 18, 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 representatives testified and provided evidence establishing a residential tenancy agreement between the parties for subsidized public housing commencing November 19, 2014. The respondent vacated the rental premises, ending the tenancy effective June 20, 2017. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Repairs and cleaning

A tenant check-in/out condition report was entered into evidence establishing the condition of the rental premises when the respondent moved in November 19, 2014, and when the respondent moved out June 20, 2017. A set of 23 photographs taken June 20, 2017, was entered into evidence supporting the reported condition of the premises at the end of the

tenancy. A condition rating report prepared June 26, 2017, was entered into evidence setting out the costs of claimed for repairs and cleaning to the rental premises. A remaining security deposit credit of \$382.95 was applied against the claimed costs of repairs and cleaning. The applicant claimed the following damages:

Replace one exterior door	\$800.00
Repair two holes in walls	\$200.00
Replace two interior doors	\$600.00
Repair one kitchen cabinet	\$25.00
Replace one shower rod	\$40.00
Repair one exterior light fixture	\$150.00
5% of the total cost to repaint throughout	\$125.00
Cleaning throughout	\$350.00
Sub-total	\$2,290.00
Less remaining security deposit	\$382.95
Total	<u>\$1,907.05</u>

Based on the evidence and testimony provided, I am satisfied the respondent is responsible for the claimed damages and cleaning. I find the respondent liable to the applicant for the remaining costs of repairs and cleaning in the total amount of \$1,907.05.

Order

An order will issue requiring the respondent to pay costs of repairs in the amount of \$1,907.05.

Adelle Guigon
Rental Officer