

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

**DS**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 7, 2017

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

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

**Date of Decision:** November 7, 2017

**REASONS FOR DECISION**

An application to a rental officer made by FMHA on behalf of the NTHC as the applicant/landlord against DS as the respondent/tenant was filed by the Rental Office August 29, 2017. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Fort McPherson, Northwest Territories. The filed application was personally served on the respondent September 8, 2017.

The applicant alleged the respondent had accumulated rental arrears, had caused damages to the rental premises, and had failed to maintain the ordinary cleanliness of the rental premises. An order was sought for payment of rental arrears, payment of costs for repairs and cleaning, termination of the tenancy agreement, eviction, and compensation for use and occupation.

A hearing was scheduled for November 7, 2017, by three-way teleconference. SW appeared representing the applicant. DS was personally served notice of the hearing September 8, 2017. 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 subsection 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 February 7, 2011. The respondent vacated the rental premises, ending the tenancy agreement effective September 12, 2017. The applicant's representative withdrew the applicant's requests for termination of the tenancy agreement, eviction, and compensation for use and occupation. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

### *Rental arrears*

The lease balance statements entered into evidence represent the landlord's accounting of monthly assessed rents and payments received against the respondent's rent account. All rents were subsidized and last assessed at \$70 per month. The last payment received against the respondent's rent account was recorded June 26, 2017, in the amount of \$100.

I am satisfied the lease balance statements accurately reflect the current status of the respondent's rent account. I find the respondent has accumulated rental arrears in the amount of \$287.99.

### *Repairs and cleaning*

The applicant's representative testified and provided unit condition reports, photographs, invoices and work orders in support of their claim for the following:

Replace fire extinguisher	\$97.60
Replace two glass windows	\$750.37
Repair three holes in walls	\$183.58
Replace smoke detector	\$98.37
Replace damaged coat hooks	\$69.92
Replace three exterior doors and four interior doors and repair seven interior doors and one interior door frame	\$2,348.56
Cleaning throughout	\$126.29
<b>Total</b>	<b><u>\$3,674.69</u></b>

The security deposit of \$1,033.22 was retained by the applicant against the claimed costs of repairs and cleaning.

I am satisfied the respondent is responsible for the above claimed damages and uncleanliness. I find the respondent liable for the costs of repairs and cleaning in the amount of \$3,674.69. An order to pay will account for the security deposit of \$1,033.22.

*Orders*

An order will issue requiring the respondent to pay rental arrears in the amount of \$287.99 and requiring the respondent to pay costs of repairs and cleaning in the amount of \$2,641.47.

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Adelle Guigon  
Rental Officer