

IN THE MATTER between **NTHC**, Applicant, and **HW and AB**, 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-

HW and AB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 5, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the applicant
AB, respondent

Date of Decision: December 5, 2017

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the applicant/landlord against HW and AB as the respondents/tenants was filed by the Rental Office September 13, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was served on HW by registered mail deemed served September 29, 2017, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act), and on AB by registered mail signed for September 29, 2017.

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 December 5, 2017, by three-way teleconference. AS appeared representing the applicant. AB appeared as respondent. HW was served notice of the hearing by registered mail deemed served September 29, 2017, pursuant to subsection 71(5) of the Act. HW did not appear at the hearing, nor did anyone appear on his behalf. The hearing proceeded in HW's absence pursuant to subsection 80(2) of the Act.

Tenancy agreement

The parties agreed and evidence was presented establishing a joint residential tenancy agreement between them for subsidized public housing commencing January 12, 2016. The respondent HW moved out of the rental premises and AB transferred under a sole tenancy agreement to another rental premises. The joint tenancy agreement ended May 29, 2017. I am satisfied a joint tenancy agreement was in place in accordance with the Act.

Repairs and cleaning

An exit inspection was conducted of the rental premises on May 29, 2017, during which the following damages and minor uncleanliness were identified:

- two window cranks were missing
- one exterior door, jamb, hinge, and casing were damaged
- one interior door was damaged
- one smoke detector was missing
- there were holes and dents in various walls throughout

The applicant claimed costs for repairs and cleaning in the total amount of \$1,046.45. The respondent did not dispute their responsibility for the damages and uncleanliness, acknowledging their liability for the costs of repairs and cleaning, and accepting responsibility for them.

I am satisfied the respondents are responsible for causing the claimed damages and failing to adequately clean the rental premises upon vacating. I find the respondents liable for the costs of repairs and cleaning in the amount of \$1,046.45.

Orders

An order will issue requiring the respondents to pay costs of repairs and cleaning in the amount of \$1,046.45.

Adelle Guigon
Rental Officer