

IN THE MATTER between **NTHC**, Applicant, and **RS and NG**, 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-

**RS and NG**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** January 23, 2018

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

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

**Date of Decision:** January 23, 2018

### **REASONS FOR DECISION**

An application to a rental officer made by HRHA on behalf of the NTHC as the applicant/landlord against RS and NG as the respondents/tenants was filed by the Rental Office October 17, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was personally served on the respondents November 2, 2017.

The applicant alleged the respondents had repeatedly failed to pay rent, had accumulated rental arrears, had caused damages to the rental premises, and had left the rental premises in an unclean condition. An order was sought for payment of the rental arrears, payment of costs for repairs and cleaning, and prohibiting the respondents from causing further damage to the rental premises.

A hearing was scheduled for January 23, 2018, by three-way teleconference. AS appeared representing the applicant. RS and NG were personally served notice of the hearing November 2, 2017. The respondents did not appear at the hearing, nor did anyone appear on their behalf. The hearing proceeded in the respondents' absence pursuant to subsection 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 October 26, 2011. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Rental arrears*

The statements of account and client aged details (rent documents) entered into evidence represent the landlord's accounting of monthly assessed rents and payments received against the respondents' rent account. All rents have been subsidized and are currently assessed at \$365 per month. Either insufficient payments or no payments were received in nine of the last 12 months.

I am satisfied the rent documents accurately reflect the current status of the respondents' rent account. I find the respondents have repeatedly failed to pay the full amount of rent when due and have accumulated rental arrears in the amount of \$365.

*Repairs and cleaning*

When the tenancy commenced the respondents were assigned to a rental premises I will identify as 8A. The applicant exercised their right under paragraph 3 of the written tenancy agreement to transfer the respondents to another premises, and on or about June 16, 2017, the respondents moved to a rental premises I will identify as 10A. An exit inspection of 8A was conducted on June 16, 2017, during which the following deficiencies were identified:

- stickers and stains on the floors;
- debris left behind;
- minor general uncleanliness;
- one damaged interior door;
- several holes in the walls;
- two damaged light fixtures;
- one damaged window screen;
- two damaged windows.

In November 2017 damages to one exterior door at 10A were also identified.

Work orders and invoices were entered into evidence supporting all damages and uncleanliness claimed for both rental premises. The total value of the costs of repairs and cleaning amounted to \$1,450.24. The respondents have made some partial payments towards the costs of repairs and cleaning, reducing the balance owing to \$1,270.24.

I am satisfied the respondents are responsible for causing damages to both rental premises, and for failing to maintain the ordinary cleanliness of the rental premises identified as 8A. I find the respondents liable to the applicant for costs of repairs and cleaning in the remaining amount of \$1,270.24.

*Orders*

An order will issue:

- requiring the respondents to pay rental arrears in the amount of \$365;
- requiring the respondents to pay their future rent on time;
- requiring the respondents to pay costs of repairs and cleaning in the amount of \$1,270.24; and
- prohibiting the respondents from doing any further damage to the rental premises.

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Adelle Guigon  
Rental Officer