

IN THE MATTER between **NTHC**, Applicant, and **SE and DE**, 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-

**SE and DE**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** March 6, 2018

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

**Appearances at Hearing:** BL, representing the applicant  
Robert McCallum, witness for the applicant  
DE, respondent

**Date of Decision:** March 6, 2018

**REASONS FOR DECISION**

An application to a rental officer made by BKGK on behalf of the NTHC as the applicant/landlord against SE and DE as the respondents/tenants was filed by the Rental Office March 28, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was personally served on the respondents June 12, 2017.

The applicant alleged the respondents had caused damages to the rental premises and left the rental premises in an unclean condition. An order was sought for payment of costs for repairs and cleaning.

A hearing was originally scheduled for June 13, 2017. The respondents did not appear at the hearing despite having been served notice of the hearing by registered mail signed for May 30, 2017. However, given that service of the filed application on the respondents was not successful until June 12, 2017, the hearing was adjourned *sine die* as it was not deemed the respondents were provided fair opportunity to prepare a defence to the allegations. A forwarding address and reliable contact information had not been provided to the applicant by the respondents, resulting in the applicant having difficulty procuring a suitable service address for new notices of attendance to be served on the respondents. As a result, the hearing was not re-scheduled until March 6, 2018, in Behchoko. BL appeared representing the applicant, with Robert McCallum appearing as a witness for the applicant. DE appeared as respondent and on behalf of SE.

*Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing February 25, 2013. The respondents vacated the rental premises, ending the tenancy March 8, 2017. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

*Previous order*

Rental Officer Order Number 15176 issued October 5, 2016, required the respondents to pay rental arrears in the amount of \$7,822; required the respondents to pay future rent on time; terminated the tenancy agreement November 30, 2016, unless the rental arrears were paid in full and the rent for November was paid on time; evicted the respondents from the rental premises December 1, 2016, if the termination of the tenancy agreement became effective; and required the respondents to pay compensation for use and occupation of the rental premises at a rate of \$50.79 for each day they remained in the rental premises after November 30, 2016, if termination of the tenancy agreement became effective.

*Repairs and cleaning*

The parties agreed and evidence was presented establishing that the respondents had failed to return the rental premises to an ordinary state of cleanliness at the end of the tenancy, and had caused damages to the rental premises including: missing/damaged door knobs, damaged range hood, damaged windows and frame, damaged electrical cover plates, holes in walls, damaged interior doors, a damaged toilet lid, damaged bathroom fixtures, and a missing smoke detector. The total costs of repairs and cleaning claimed amounted to \$4,875.

The respondent did not dispute the applicant's claims, accepting responsibility for all damages and uncleanliness and acknowledging the debt for costs of repairs and cleaning.

I am satisfied the respondents failed to return the rental premises in a state of ordinary cleanliness and are responsible for the damages claimed to the rental premises. I find the respondents liable to the applicant for costs of repairs and cleaning in the total amount of \$4,875.

*Order*

An order will issue requiring the respondents to pay costs of repairs and cleaning in the amount of \$4,875.

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Adelle Guigon  
Rental Officer