

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

BR

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 6, 2018

Place of the Hearing: Behchoko, Northwest Territories

Appearances at Hearing: BL, representing the applicant

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 BR as the respondent/tenant as filed by the Rental Office November 10, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was served on the respondent by email deemed received January 19, 2018, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondent 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 rental arrears and payment of costs for repairs and cleaning.

A hearing was scheduled for March 6, 2018, in Behchoko. BL appeared representing the applicant. BR was served notice of the hearing by email deemed received January 19, 2018, pursuant to subsection 4(4) of the Regulations. The respondent did not appear at the hearing, nor did anyone appear on her 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 it was previously established at the hearing regarding Rental Officer Order Number 15558 that a residential tenancy agreement between the parties for subsidized public housing commenced April 1, 2012. The respondent vacated the rental premises, ending the tenancy September 28, 2017. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Previous order

Rental Officer Order Number 15558 issued May 4, 2017, required the respondent to pay rental arrears in the amount of \$3,745; required the respondent to pay her rent on time in the future; terminated the tenancy agreement October 31, 2017, unless at least \$1,872.50 was paid towards the rental arrears and the rents for June to October were paid on time; and evicted the respondent from the rental premises November 1, 2017, if the termination of the tenancy agreement became effective.

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 \$345 per month. The security deposit of \$1,152.14 was appropriately retained against the rental arrears. Additional payments received after the tenancy ended cleared the remaining balance of rental arrears and resulted in a credit to the respondent of \$275.14. Consequently, I find the respondent has not accumulated rental arrears to date and the applicant's request for an order for payment of rental arrears is denied.

Repairs and cleaning

The applicant's representative testified and evidence was presented establishing the following damages to the rental premises which the applicant is claiming the respondent is liable for:

- damage to the deck pad caused by the respondent's pet
- one damaged exterior door jamb
- one damaged refrigerator rail
- one missing cabinet door
- one damaged window trim
- three damaged interior doors
- two damaged window trim
- one damaged window screen
- holes in walls
- one damaged exterior light fixture

The applicant also claimed \$400 to replace all the radiators in the rental premises. This claim was denied as the radiators were documented during the entry inspection as being damaged and there was insufficient evidence to establish whether or not there was further damage caused during the tenancy.

In addition to the above listed damages, the evidence further supported the applicant's claim that the respondent had failed to return the rental premises to an ordinary state of cleanliness at the end of the tenancy. The total costs claimed for the allowed repairs and cleaning amounted to \$2,345 against which the previously mentioned credit of \$275.14 was applied. I am satisfied the respondent is responsible for the damages to the rental premises and for failing to maintain the ordinary cleanliness of the rental premises. I find the respondent liable to the applicant for costs of repairs and cleaning in the total amount of \$2,069.86.

Order

An order will issue requiring the respondent to pay costs of repairs and cleaning in the amount of \$2,069.86.

Adelle Guigon
Rental Officer