

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

**DD**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 3, 2018

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

**Appearances at Hearing:** JS, representing the applicant  
AB, representing the applicant

**Date of Decision:** May 22, 2018

**REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of the NTHC as the applicant/landlord against DD as the respondent/tenant was filed by the Rental Office January 2, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the respondent by email deemed received February 5, 2018, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

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

A hearing was scheduled for May 3, 2018, in Yellowknife. JS and AB appeared representing the applicant. DD was served notice of the hearing by email deemed received February 5, 2018, pursuant to subsection 4(4) of the Regulations. 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 representatives testified and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing June 19, 2015. The respondent vacated the rental premises, effectively ending the tenancy August 31, 2017. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

*Repairs and cleaning*

Evidence was presented establishing damages to the rental premises documented during the exit inspection requiring the following repairs: patching and painting of 4.5 walls, replacing one curtain rod, replacing one interior door, replacing one closet rod, and replacing one smoke detector. Total costs for those repairs amount to \$1,287.83, against which a remaining security deposit of \$597.45 was retained. I am satisfied the respondent is responsible for the listed damages and that the costs claimed to effect repairs are reasonable. I find the respondent liable to the applicant for the remaining costs of repairs in the amount of \$690.38.

The applicant claimed costs of cleaning the rental premises and removing and disposing of garbage, debris, and other items in the amount of \$779.62. The exit inspection report did not identify any items remaining in the rental premises, nor did the exit inspection report identify anything requiring cleaning. The applicant had no photographic evidence to support their claim of uncleanliness. I am not satisfied the rental premises was left in an unclean condition at the end of the tenancy. The applicant's request for the respondent to pay costs of cleaning, removal and disposal is denied.

*Order*

An order will issue requiring the respondent to pay costs of repairs in the amount of \$690.38.

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Adelle Guigon  
Rental Officer