

IN THE MATTER between **NTHC**, Applicant, and **SY and TF**, 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-

SY and TF

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: April 18, 2018

Place of the Hearing: Yellowknife, Northwest Territories

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

Date of Decision: April 18, 2018

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the applicant/landlord against SY and TF as the respondents/tenants was filed by the Rental Office January 4, 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 respondents by registered mail signed for February 19, 2018.

The applicant alleged the respondents had caused damages to the rental premises and sought an order for payment of costs for repairs.

A hearing was scheduled for April 18, 2018, by three-way teleconference. AB and JS appeared representing the applicant. SY and TF were served notices of the hearing by registered mail signed for February 19, 2018. The respondents did not appear at the hearing, nor did anyone appear on the respondents' 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 April 13, 2007. The tenants abandoned the rental premises, effectively ending the tenancy agreement July 31, 2017. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Damages

An exit inspection of the rental premises was conducted on August 3, 2017. It was found that the respondents had left behind a substantial amount of garbage and worthless items, which the landlord disposed of. Damages found included:

- one broken exterior door
- one broken interior door
- holes and scrapes on walls throughout
- missing blind slats and broken blinds
- damaged window frames
- one broken window pane
- broken fridge door railings
- broken oven door handle
- broken cupboard door
- broken drawer
- burned out light bulbs
- damaged radiator covers
- broken window screens
- missing towel bar
- missing and damaged light fixtures
- missing and damaged electrical covers

Photographs were entered into evidence supporting the applicant's claims. Based on the evidence presented, I am satisfied the respondents are responsible for the claimed damages to the rental premises.

The total costs of repairs amounted to \$5,096.47. A remaining security deposit amount of \$399.20 was retained against the costs of repairs. I find the respondents liable to the applicant for the remaining costs of repairs in the amount of \$4,697.27.

Order

An order will issue requiring the respondents to pay costs for repairs in the amount of \$4,697.27.

Adelle Guigon
Rental Officer