

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:** June 12, 2018

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

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

**Date of Decision:** June 12, 2018

**REASONS FOR DECISION**

An application to a rental officer made by FLHA on behalf of the NTHC as the applicant/landlord against DD as the respondent/tenant was filed by the Rental Office March 1, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Liard, Northwest Territories. The filed application was served on the respondent by registered mail signed for March 17, 2017.

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

A hearing originally scheduled for July 11, 2017, was postponed at the request of the applicant. The hearing was re-scheduled to July 27, 2017, by three-way teleconference at which the applicant and respondent did initially appear, however, the respondent's connection to the call was inexplicably disconnected and attempts to reconnect were not successful. The hearing was adjourned *sine die*. The hearing was re-scheduled to October 19, 2017, however, the applicant failed to appear for the hearing. A first fail to appear notice was sent to the applicant, from which the applicant requested the matter be once again re-scheduled. Failed attempts to reconnect with the respondent resulted in the hearing finally being re-scheduled to June 12, 2018, by three-way teleconference. EM appeared representing the applicant. DD was sent notice of the hearing by registered mail to her last known address and was deemed served May 30, 2018, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act). No email address was provided for the respondent. The cell number previously provided by the respondent was no longer in service. 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 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 1, 2015. The respondent vacated the rental premises, effectively ending the tenancy August 8, 2016. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

*Extension to time for making an application*

Section 68(1) of the Act requires that an application to a rental officer be made within six months after a breach occurred. Section 68(3) provides for the rental officer to extend the time for making an application to a rental officer where the rental officer is of the opinion that it would not be unfair to do so.

This tenancy ended August 8, 2016, and a rental unit condition report was completed documenting the condition of the rental premises. A notice was sent to the respondent describing the identified damages and cleaning on August 14, 2016. Repeated attempts to communicate with the respondent were made, and when there was no response another notice was sent to the respondent on January 20, 2017. The application to a rental officer was filed March 1, 2017, which is 6.5 months after the tenancy ended. However, it seems clear to me that the applicant had been making efforts to reach out to the respondent to resolve the matter before filing an application, and in that context the applicant filed the application 1.5 months after the last notice was sent to the respondent. Additionally, the respondent knew about the application after having signed for it, and the respondent contacted the Rental Office July 20, 2017, asking to appear for the July 27, 2017, hearing by telephone.

I am satisfied that the respondent was well aware of the purpose of the application, and had been provided opportunity to resolve the matter prior to an application being filed. In considering the time for making the application from the end of the tenancy, I am of the opinion that it would not be unfair to extend the time for the making of this application and grant that two-week extension.

*Damages and cleaning*

The applicant's representative testified to the condition of the rental premises when the tenancy ended. The rental unit condition report, an invoice for the repairs and cleaning, and the notices detailing the costs claimed against the respondent were entered into evidence.

The applicant claimed: \$710 for cleaning, disposal of garbage and debris, removal of abandoned personal property, and storage fees for the abandoned personal property; \$581.83 to repair the kitchen cabinets; and \$100 to replace the keys to the rental premise which were not returned. The security deposit was retained first against rental arrears, and the remaining security deposit balance of \$358.87 was retained against the claimed costs for repairs and cleaning.

I am satisfied that the damages and uncleanliness of the rental premises have been made out, and that the respondent is responsible for them. I find the respondent liable to the applicant for costs of repairs and cleaning in the amount of \$1,032.96.

*Order*

An order will issue requiring the respondent to pay costs of repairs and cleaning in the amount of \$1,032.96.

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Adelle Guigon  
Rental Officer