

IN THE MATTER between **NTHC**, Applicant, and **AN and CB**, 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-

AN and CB

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: July 25, 2018

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: JS, representing the applicant

Date of Decision: July 25, 2018

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the applicant/landlord against AN and CB as the respondents/tenants was filed by the Rental Office May 30, 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 July 24, 2018, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondents 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 July 25, 2018, in Yellowknife. JS appeared representing the applicant. AN and CB were served notices of the hearing by email deemed received July 24, 2018, pursuant to subsection 4(4) of the Regulations, and the applicant's representative confirmed having personal knowledge that the respondents were aware of the application and hearing. 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 October 15, 2015. The respondents abandoned the rental premises, effectively ending the tenancy April 13, 2018. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Rental arrears

The lease balance statements entered into evidence represent the landlord's accounting of monthly assessed rents and payments received against the respondents' rent account. All rents were last assessed at the maximum monthly rent of \$1,625. The security deposit of \$1,626.88 was retained against the rental arrears.

I am satisfied the lease balance statements accurately reflect the current status of the respondents' rent account. I find the respondents have accumulated rental arrears in the amount of \$4,052.12.

Repairs and cleaning

An exit inspection report was prepared and photographs were taken of the rental premises on April 17, 2018. The entry inspection report, exit inspection report, and photographs support the applicant's claims for costs of repairs and cleaning as follows:

Replacing locks	\$60.00
Patching and painting walls	\$990.00
Repairing door trims	\$380.00
Replacing electrical covers	\$80.00
Replacing window screens	\$100.00
Replacing light bulbs	\$32.00
Replacing a door knob	\$50.00
Replacing a curtain rod	\$50.00
Replacing a door stopper	\$8.00
Removal, storage, and disposal of items, garbage, and debris	\$360.00
Tipping fees for three dump runs	\$81.05
Cleaning throughout	\$650.00
Sub-total	\$2,841.05
10% Admin fees	\$284.11
5% GST	\$156.26
Total	<u>\$3,281.41</u>

I am satisfied all claims for repairs and cleaning are made out and the associated costs claimed are reasonable.

Orders

An order will issue requiring the respondents to pay rental arrears in the amount of \$4,052.12 and requiring the respondents to pay costs of repairs and cleaning in the amount of \$3,277.36.

Adelle Guigon
Rental Officer