

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

**DL**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>October 3, 2018</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>MU, representing the Applicant</b>
<b><u>Date of Decision:</u></b>	<b>October 3, 2018</b>

**REASONS FOR DECISION**

An application to a rental officer made by FRHA on behalf of the NTHC as the Applicant/Landlord against DL as the Respondent/Tenant was filed by the Rental Office June 5, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Resolution, Northwest Territories. The filed application was personally served on the Respondent June 20, 2018.

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 scheduled for August 7, 2018, was adjourned *sine die* due to the Applicant's failure to appear. The Respondent also did not appear at the scheduled hearing. The hearing was re-scheduled to October 3, 2018, by three-way teleconference. MU appeared representing the Applicant. DL was served notice of the hearing by registered mail signed for September 24, 2018. 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 representative testified and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing March 1, 2017. The Respondent gave up possession of the rental premises, effectively ending the tenancy December 31, 2017. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

*Repairs and cleaning*

Entry and exit inspections reports, photographs, work orders, and invoices were entered as exhibits in support of the Applicant's claims for the following repairs and cleaning:

Replace front exterior door	\$750.40
Repair front exterior screen door	\$275.29
Removal and disposal of debris, cleaning throughout	\$1,749.49
Replace 4 interior doors	\$884.59
Replace refrigerator	\$691.33
Patching and painting walls	\$1,337.94
Replace 2 window screens	\$209.82
Total Claimed	\$5,898.86

All except two of the above claims were made out as the Respondent's responsibility.

The replacement of the refrigerator was also made out as necessary due to the Respondent's negligence, however, depreciation was not accounted for in the Applicant's claim. The replacement cost claimed is for the full replacement cost of the refrigerator. The refrigerator was brand new when the Respondent moved into the rental premises in March 2017, making it only 10 months old (0.83 years) by the end of the tenancy. The average useful life of refrigerators is 15 years, which makes the Respondent liable for 94.44 percent of the replacement cost of the refrigerator.

There was no evidence supporting the claim for two damaged window screens, therefore, the request for costs to replace two window screens of \$209.82 was denied.

The allowed costs for repairs and cleaning are as follows, including the retention of the security deposit:

Replace front exterior door	\$750.40
Repair front exterior screen door	\$275.29
Removal and disposal of debris, cleaning throughout	\$1,749.49
Replace 4 interior doors	\$884.59
Replace refrigerator	\$654.17
Patching and painting walls	\$1,337.94
Total Claimed	\$5,651.88
Less remaining security deposit	\$489.27
Remaining total claimed	\$5,162.61

*Order*

An order will issue requiring the Respondent to pay costs of repairs and cleaning in the amount of \$5,162.61.

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Adelle Guigon  
Rental Officer