

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

TT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **October 4, 2018**

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

Appearances at Hearing: **JS, representing the Applicant**

Date of Decision: **October 4, 2018**

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the Applicant/Landlord against TT as the Respondent/Tenant was filed by the Rental Office August 27, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was sent to the Respondent by registered mail deemed served September 22, 2018, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

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 was scheduled for October 4, 2018, in Yellowknife. JS appeared representing the Applicant. TT was sent notice of the hearing by registered mail deemed served September 22, 2018. Attempts to contact the Respondent at the provided telephone number were unsuccessful due to the number no longer being in service. The Respondent was notified of the hearing by email deemed received October 1, 2018, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (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 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 August 22, 2014. The Respondent vacated the rental premises some time in late April or early May 2018, but did not notify the Applicant until May 28, 2018. The Applicant originally deemed the tenancy abandoned effective May 29, 2018, however conceded that the Respondent did in fact

vacate the rental premises as a result of being served with a notice to terminate the tenancy issued April 24, 2018, for repeatedly failing to pay utilities. The Applicant maintains that they were not aware that the Respondent had complied with the termination notice until the Respondent contacted them on May 28, 2018. I am satisfied a valid tenancy agreement was in place in accordance with the Act, and that it was terminated effective May 28, 2018.

Repairs and cleaning

The Respondent was provided with repeated opportunities by the Applicant to access the rental premises after termination of the tenancy in order to retrieve personal belongings and do necessary cleaning. The Respondent failed to take advantage of those opportunities. The Applicant ultimately conducted the exit inspection and took photographs of the rental premises on June 19, 2018.

Of the claims for damages and uncleanliness made, only one item was denied. Damages to one wall in the master bedroom were pre-existing the tenancy as identified in the entry inspection report. All the remaining claims as follows were substantiated through the testimony and evidence presented as the Respondent's responsibility:

Lock change	\$60.00
Secure damaged exterior door	\$60.00
Repair/replace exterior door	\$840.00
Load limiter reset	\$240.00
Removal and disposal of abandoned personal property	\$938.17
Cleaning throughout	\$650.00
Garbage dump run	\$60.00
Lock change	\$60.00
Patch and paint 7 interior walls	\$1,040.00
Re-install 2 and replace 6 interior light covers	\$176.00
Replace 13 light bulbs	\$104.00
Replace one vent cover	\$20.00

Replace 5 electrical covers	\$40.00
Replace 2 window screens	\$100.00
Re-finish bathroom cabinet	\$180.00
Replace 1 toilet paper holder	\$40.00
Replace 4 door stoppers	\$32.00
Replace 1 exterior light cover	\$40.00
Replace 1 interior door passage set	\$50.00
Replace 1 interior shelf	\$50.00
Sub-total	\$4,780.17
10% Admin Fee	\$478.02
5% GST	\$262.91
Sub-total	\$5,521.10
Less remaining security deposit	\$1,372.53
Total	<u>\$4,148.57</u>

I am satisfied the claimed damages and uncleanliness are the Respondent's responsibility. I find the Respondent liable to the Applicant for the costs of repairs and cleaning in the total amount of \$4,148.57.

Order

An order will issue requiring the Respondent to pay costs of repairs and cleaning in the amount of \$4,148.57.

Adelle Guigon
Rental Officer