

IN THE MATTER between **NTHC**, Applicant, and **DB and CL**, 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-

DB and CL

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	February 7, 2019
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	TM, representing the Applicant LE, representing the Applicant
<u>Date of Decision:</u>	February 7, 2019

REASONS FOR DECISION

An application to a rental officer made by BKGK on behalf of the NTHC as the Applicant/Landlord against DB and CL as the Respondents/Tenants was filed by the Rental Office September 28, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was served on the Respondents by registered mail sent to their last known address and deemed served November 29, 2018, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The Applicant alleged the Respondents had caused damages to the rental premises, had left the rental premises in an unclean condition, and had failed to pay utilities as required. An order was sought for payment of the costs of repairs and cleaning, and for payment of utilities arrears.

A hearing scheduled for October 31, 2018, was cancelled due to the Applicant's failure to serve the filed application and notices of attendance on the Respondents prior to the scheduled hearing. The hearing was re-scheduled to February 7, 2019, by three-way teleconference. TM and LE appeared representing the Applicant. DB and CL were served notices of the hearing by registered mail sent to their last known address and deemed served January 23, 2019. 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 Act.

Tenancy agreement

The Applicant's representatives testified and evidence was presented establishing a residential tenancy agreement between the parties for subsidized housing under the Applicant's Homeownership Entry Level Program (HELP) commencing April 16, 2012. The Respondents vacated the rental premises, ending the tenancy effective August 31, 2018. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Repairs, cleaning, and utilities

The entry and exit inspection reports, condition rating report, and photographs taken at the time of the exit inspection were entered into evidence in support of the following claims and remedial costs:

Cleaning inside and outside	\$825.00
Replace kitchen cabinet doors	\$50.00
Replace four interior doors	\$1,100.00
Replace closet rod	\$75.00
Replace broken window glass	\$250.00
Remove paint stains from bedroom flooring	\$100.00
Repair holes in walls	\$500.00
Replace bathroom hardware	\$125.00
80% of cost to repaint walls throughout (coloured on and damaged)	\$2,800.00
Replace storage room door hatch	\$300.00
Refill fuel tank	\$1,200.00
Total	<u>\$7,325.00</u>

With specific reference to the claim for utilities arrears, subsection 45(1) of the Act holds the Tenant responsible for additional obligations included in a written tenancy agreement and section 8 of the written tenancy agreements holds the Tenant responsible for all utilities, including heating fuel. The Respondents were provided with a full tank of fuel at the commencement of the tenancy and are expected to return the rental premises in the same condition that they received it, barring ordinary wear and tear. By failing to fill the fuel tank when they vacated the rental premises they failed to comply with their obligation regarding the utilities.

I am satisfied the Respondents caused the claimed damages to the rental premises, failed to clean the rental premises before vacating, and failed to refill the fuel tank at the end of the tenancy. I find the Respondents liable for the costs of repairs, cleaning, and utilities arrears in the total amount of \$7,325.

Order

An order will issue requiring the Respondents to pay the costs of repairs, cleaning and utilities arrears in the total amount of \$7,325.

Adelle Guigon
Rental Officer