

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

KB

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 18, 2018
<u>Place of the Hearing:</u>	Hay River, Northwest Territories
<u>Appearances at Hearing:</u>	AS, representing the Applicant
<u>Date of Decision:</u>	December 18, 2018

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the Applicant/Landlord against KB as the Respondent/Tenant was filed by the Rental Office October 26, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was served on the Respondent by registered mail signed for December 3, 2018.

The Applicant alleged the Respondent had caused damages for which costs of repairs had not yet been paid in full. An order was sought for payment of the outstanding costs of repairs.

A hearing was scheduled for December 18, 2018, in Hay River. The Rental Officer appeared by telephone. AS appeared representing the Applicant. KB was served notice of the hearing by registered mail signed for December 3, 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 August 15, 2017. The Respondent vacated the rental premises, ending the tenancy agreement effective August 15, 2018. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Damages

The Applicant's representative testified and provided evidence establishing justification for charges related to after-hours call outs, replacement of lost keys, changing the locks at the end of the tenancy, repairing holes in walls, removal and disposal of items and garbage, repairing the exterior door jamb, replacing damaged window screens, repairing radiator fins, and cleaning. The total costs amounted to \$1,218.95. Only the costs of \$53 claimed for repairing the exterior door jamb were denied, due to the entry inspection report indicating that the exterior door jamb was already damaged when the Respondent moved into the rental premises. All the remaining claims were made out as the Respondent's responsibility.

Three payments against the costs of repairs were received between April and August 2018 totalling \$97. The security deposit of \$1,000.51 was retained against the costs of repairs at the end of the tenancy.

Accounting for the denied claim for the exterior door jamb, the payments that have been received, and the security deposit, I find the Respondent liable to the Applicant for outstanding costs of repairs in the amount of \$68.44.

Order

An order will issue requiring the Respondent to pay the outstanding costs of repairs in the amount of \$68.44.

Adelle Guigon
Rental Officer