

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

ML

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 19, 2018

Place of the Hearing: Fort Resolution, Northwest Territories

Appearances at Hearing: MU, representing the Applicant

Date of Decision: December 19, 2018

REASONS FOR DECISION

An application to a rental officer made by FRHA on behalf of the NTHC as the Applicant/Landlord against ML 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 Fort Resolution, Northwest Territories. The filed application was sent to the Respondent's last known address by registered mail and deemed served December 5, 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 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 December 19, 2018, in Fort Resolution. The Rental Officer appeared by telephone. MU appeared representing the Applicant. ML was sent notice of the hearing by registered mail to her last known address deemed served December 5, 2018. Neither a telephone number nor an email address were provided for the Respondent on the file. 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 June 7, 2017. The Respondent vacated the rental premises, ending the tenancy agreement effective June 29, 2018. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Repairs and cleaning

The Applicant's representative testified and provided evidence establishing the Respondent's responsibility for damages found during the exit inspection of the rental premises consisting of: one broken window, three broken window screens, one broken interior door jamb, two broken interior doors, one broken exterior door and jamb, one damaged exterior screen door. Additionally, the Respondent had failed to clean the rental premises before vacating.

The costs claimed for effecting the necessary repairs and cleaning totalled \$2,277.28. A \$5 rent credit was applied against the costs of repairs and cleaning. The security deposit of \$700.37 was retained against the costs of repairs and cleaning.

I am satisfied the Respondent is responsible for the claimed damages and uncleanliness. I find the Respondent liable to the Applicant for a remaining balance of costs for repairs and cleaning in the amount of \$1,571.91.

Order

An order will issue requiring the Respondent to pay costs of repairs and cleaning in the amount of \$1,571.91.

Adelle Guigon
Rental Officer