

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

WH

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 8, 2019

Place of the Hearing: Fort Smith, Northwest Territories

Appearances at Hearing: AH, representing the Applicant
AG, representing the Applicant

Date of Decision: January 8, 2019

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of the NTHC as the Applicant/Landlord against WH as the Respondent/Tenant was filed by the Rental Office November 5, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was served on the Respondent by registered mail signed for November 28, 2018.

The Applicant alleged the Respondent has accumulated rental arrears, had caused damages to the rental premises, and had left the rental premises in an unclean condition. An order was sought for payment of rental arrears and payment of costs for repairs and cleaning.

A hearing was scheduled for January 8, 2019, in Fort Smith. The Rental Officer appeared by telephone. AH and AG appeared representing the Applicant. WH was served notice of the hearing by registered mail signed for November 28, 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 representatives testified and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing September 15, 2014. The Respondent was evicted from the rental premises May 9, 2018, pursuant to Rental Officer Order Number 15984.

Rental arrears

The lease balance statements entered into evidence represent the Landlord's accounting of monthly assessed rents and payments received against the Respondent's rent account. All rents were subsidized and last assessed at \$80 per month. The last payment received against the rent account was recorded January 29, 2018, in the amount of \$80.

I am satisfied the lease balance statements accurately reflect the current status of the Respondent's rent account. I find the Respondent has accumulated rental arrears in the amount of \$181. The Applicant's representatives testified that the security deposit of \$1,000.82 was retained against the rental arrears, resulting in a security deposit credit of \$819.82. As such, the Applicant's representatives withdrew their request for an order to pay rental arrears as it is no longer necessary.

Repairs and cleaning

The Applicant's representatives testified and provided evidence in the form of the entry and exit inspections reports, and photographs, to support their claim for costs to: remove and dispose of garbage and debris; conduct maintenance to the yard; replace one interior door; patch holes in walls; replace two exterior door screens; and replace two curtain rods. Of all the items claimed, only the costs related to replacing the two curtain rods was denied because the evidence did not actually make reference to the curtain rods.

I am satisfied the Respondent is responsible for the remaining damages and uncleanliness of the rental premises. I find the Respondent liable for the adjusted costs of repairs and cleaning in the amount of \$1,575.05, against which the security deposit credit of \$819.82 will be applied.

Order

An order will issue requiring the Respondent to pay the outstanding balance of costs for repairs and cleaning in the amount of \$755.23.

Adelle Guigon
Rental Officer