

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

BO

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 22, 2019
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	AS, representing the Applicant
<u>Date of Decision:</u>	January 22, 2019

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the Applicant/Landlord against BO as the Respondent/Tenant was filed by the Rental Office November 22, 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 12, 2018.

The Applicant alleged the Respondent had accumulated rental arrears, had caused damages to the rental premise, 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 22, 2019, by three-way teleconference. AS appeared representing the Applicant. BO was served notice of the hearing by registered mail signed for December 12, 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 July 1, 2017. The Respondent vacated the rental premises on or about August 8, 2018, in accordance with Rental Officer Order Number 15954 which terminated the tenancy agreement effective June 15, 2018. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Previous order

Rental Officer Order Number 15954 issued May 29, 2018, terminated the tenancy agreement June 15, 2018, due to repeated and unreasonable disturbances, and ordered the eviction of the Respondent from the rental premises on or after June 16, 2018.

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 up to and including June 15, 2018, were subsidized and assessed at \$365 per month. Overholding rent between June 15 and August 8, 2018, was prorated based on the maximum monthly rent of \$1,625. The last payment received against the Respondent's rent account was recorded May 18, 2018, in the amount of \$200. The security deposit of \$1,200.66 was retained against accumulated rental arrears.

I am satisfied the lease balance statements accurately reflect the current status of the Respondent's rent account. I find the Respondent has a remaining balance of rental arrears in the amount of \$2,228.34.

Repairs and cleaning

The Applicant submitted the entry and exit inspection reports, work orders, and notices supporting their claim for costs associated with the following repairs and cleaning:

After-hours lock out	\$50.00
Replace burner on stove	\$31.00
Replace window cranks, window lock, replace/repair window screens	\$385.90
Repair holes in walls	\$611.90
Cleaning throughout	\$474.00
Replace outlet cover	\$30.10
Replace sink stopper	\$36.50
Replace toilet paper holder	\$42.50
Replace bathroom light bulbs	\$43.50
Replace one interior door	\$182.50
Total	\$1,887.90

I am satisfied the Respondent is responsible for the identified damages and uncleanliness. I find the Respondent liable to the Applicant for costs of repairs and cleaning in the amount of \$1,887.90.

Orders

An order will issue requiring the Respondent to pay rental arrears in the amount of \$2,228.34 and requiring the Respondent to pay costs of repairs and cleaning in the amount of \$1,887.90.

Adelle Guigon
Rental Officer