

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

AM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 19, 2019

Place of the Hearing: Hay River, Northwest Territories

Appearances at Hearing: AS, representing the Applicant

Date of Decision: February 19, 2019

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the Applicant/Landlord against AM as the Respondent/Tenant was filed by the Rental Office January 8, 2019. 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 sent to his last known address and deemed served February 7, 2019, 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 had left the rental premises in an unclean condition. An order was sought for payment of the costs of repairs and cleaning.

A hearing was scheduled for February 19, 2019, in Hay River. The Rental Officer appeared by telephone. AS appeared representing the Applicant. AM was served notice of the hearing by registered mail deemed served February 7, 2019. 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 September 1, 2015. The Respondent vacated the rental premises, ending the tenancy effective September 30, 2018. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Repairs and cleaning

The Applicant claimed costs to repair damages as follows:

Lock changes	\$26.50
Repair hole in wall	\$53.00
Replace kitchen sink stoppers	\$98.60
Remove/dispose of garbage and debris	\$137.50
Replace bathroom door	\$210.30
Cleaning throughout	\$250.00
Sub-total	\$775.90
Less payment received December 12, 2018	\$250.68
Total	<u>\$525.22</u>

All the claims are supported by the entry and exit inspection reports, work orders, invoices, and receipts. I am satisfied the Respondent is responsible for the claimed damages and uncleanliness. I find the Respondent liable to the Applicant for the remaining balance of the costs for repairs and cleaning in the amount of \$525.22.

Order

An order will issue requiring the Respondent to pay costs of repairs and cleaning in the amount of \$525.22.

Adelle Guigon
Rental Officer