

IN THE MATTER between **NTHC**, Applicant, and **DC and ES**, Respondents.

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-

DC and ES

Respondents/Tenants

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 DC and ES as the Respondents/Tenants 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 Respondents by registered mail deemed served February 7, 2019, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The Applicant alleged the Respondents 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 for 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. DC and ES were served notices of the hearing by registered mail deemed served February 7, 2019. The Respondents did not appear at the hearing, nor did any one appear on their behalf. The hearing proceeded in the Respondents' 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 January 1, 2016. The Respondents vacated the rental premises September 13, 2018, in accordance with Rental Officer Order Number 16171. I am satisfied a valid tenancy was in place in accordance with the Act.

Repairs and cleaning

The Applicant submitted the entry and exit inspection reports, work orders, invoices, and receipts supporting their claim for costs to effect the following repairs and cleaning:

Repair holes in walls and ceiling	\$507.00
Replace window screens	\$89.10
Replace door stopper	\$26.50
Replace window crank handle	\$26.50
Replace electrical outlet covers	\$26.50
Replace kitchen drawer face and missing drawer/cupboard handles	\$26.50
Change locks	\$31.00
Remove unauthorized security system	\$31.00
Replace light cover	\$52.50
Cleaning throughout	\$428.00
Replace interior doors	\$553.49
Removal and disposal of items, garbage, debris	\$337.80
Replace exterior door and jamb	\$289.95
Sub-total	\$2,425.84
Less remaining security deposit	\$1,086.61
Total	<u>\$1,339.23</u>

I am satisfied the Respondents caused the claimed damages and failed to clean the rental premises before vacating. I find the Respondents liable to the Applicant for costs of repairs and cleaning in the amount of \$1,339.23.

Order

An order will issue requiring the Respondents to pay costs of repairs and cleaning in the amount of \$1,339.23.

Adelle Guigon
Rental Officer