

IN THE MATTER between **NTHC**, Applicant, and **KF and TW**, 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-

KF and TW

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	March 21, 2019
<u>Place of the Hearing:</u>	Behchoko, Northwest Territories
<u>Appearances at Hearing:</u>	TM, representing the Applicant LE, representing the Applicant RM, witness for the Applicant
<u>Date of Decision:</u>	March 21, 2019

REASONS FOR DECISION

An application to a rental officer made by BKGK on behalf of the NTHC as the Applicant/Landlord against KF and TW as the Respondents/Tenants was filed by the Rental Office January 30, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was personally served on the Respondents March 14, 2019.

The Applicant alleged the Respondents had caused damages to the rental premises, had left the rental premises in an unclean condition, and had left the rental premises with an empty fuel tank. An order was sought for payment of costs of repairs and cleaning, and payment of utilities arrears.

A hearing was scheduled for March 21, 2019, in Behchoko. TM and LE appeared representing the Applicant, with RM appearing as a witness for the Applicant. KF and TW were personally served notice of the hearing March 14, 2019. Neither of the Respondents appeared at the hearing, nor did anyone appear on their behalf. The hearing proceeded in the Respondents' 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 housing under the Applicant's Homeownership Entry Level Program (HELP) commencing October 2, 2017. The Respondents vacated the rental premises, ending the tenancy agreement effective December 14, 2018. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Utilities

Section 8 of the written tenancy agreement holds the Tenant responsible for all utilities to the rental premises, including heating fuel. Evidence and testimony confirmed that the fuel tank was full when the Respondents took occupancy of the rental premises and that it was left empty when the Respondents vacated. I am satisfied the Respondents failed to comply with their obligation to pay for a full fuel tank at the end of the tenancy, and I find the Respondents liable to the Applicant for utilities arrears in the amount of \$1,200.

Repairs and cleaning

The entry and exit inspection reports, a unit condition rating report, and photographs were entered into evidence in support of the Applicant's witness's testimony establishing the following claims for repairs and cleaning:

Cleaning throughout	\$625.00
Repair walls	\$450.00
Replace electrical cover	\$25.00
Replace three interior doors	\$400.00
Remove exterior post	\$25.00
Replace exterior door knob	\$50.00
Replace weather stripping	\$50.00
Replace frozen water pressure system	\$700.00
Painting of damaged walls	\$900.00
Cleaning of yard	\$50.00
Total	\$3,275.00

With respect to the frozen water pressure system, the Applicant's witness confirmed that due to the Respondents' failure to refill the fuel tank the rental premises was without heat for a long enough period to cause the water pressure system to freeze. The costs claimed to replace the water pressure system includes both labour and materials.

I am satisfied the Respondents are responsible for the claimed damages and uncleanliness. I find the Respondents liable to the Applicant for the costs of repairs and cleaning in the amount of \$3,275. The Respondents did make two payments in January 2019 towards their rent account which resulted in a rent credit of \$106, which will be applied against the costs of repairs and cleaning.

Order

An order will issue requiring the Respondents to pay utilities arrears and costs of repairs and cleaning in the total amount of \$4,369.

Adelle Guigon
Rental Officer