

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

AC

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 18, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: JS, representing the Applicant
AC, Respondent

Date of Decision: April 18, 2019

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the Applicant/Landlord against AC as the Respondent/Tenant was filed by the Rental Office March 15, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondent by registered mail signed for April 5, 2019.

The Applicant alleged the Respondent had repeatedly failed to pay rent, had 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 April 18, 2019, in Yellowknife. JS appeared representing the Applicant. AC appeared as Respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing October 9, 2012. The Respondent vacated the rental premises, ending the tenancy agreement December 12, 2018. I am satisfied a valid tenancy agreement was in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The lease balance statement entered into evidence represents 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 \$1,295 per month. The last payment received against the rent account was recorded October 5, 2018, in the amount of \$1,500. The security deposit of \$1,202.53 was appropriately retained against the rental arrears at the end of the tenancy.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondent has accumulated rental arrears in the amount of \$4,176. After accounting for the security deposit of \$1,202.53, the remaining balance of rental arrears amounts to \$2,973.47.

Repairs and cleaning

Evidence was presented substantiating the Applicant's claims for the following:

Unplugging toilet	\$142.59
Cleaning throughout	\$650.00
Removal and disposal of garbage and debris	\$90.00
Patching 14 walls	\$1,260.00
Subtotal	\$2,142.59
10% admin fees	\$214.26
5% GST	\$117.84
Total	\$2,474.69

The Respondent did not dispute any of the referenced repairs and cleaning, acknowledging her responsibility for the claimed costs.

I am satisfied the Respondent is responsible for the claimed damages and uncleanliness. I find the Respondent liable to the Applicant for costs of repairs and cleaning in the amount of \$2,474.69.

Orders

An order will issue requiring the Respondent to pay rental arrears in the amount of \$2,973.47 and requiring the Respondent to pay costs of repairs and cleaning in the amount of \$2,474.69.

Adelle Guigon
Rental Officer