

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

TV

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 21, 2019

Place of the Hearing: Fort McPherson, Northwest Territories

Appearances at Hearing: SW, representing the Applicant

Date of Decision: May 21, 2019

REASONS FOR DECISION

An application to a rental officer made by FMHA on behalf of the NTHC as the Applicant/Landlord against TV as the Respondent/Tenant was filed by the Rental Office March 27, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Fort McPherson, Northwest Territories. The filed application was served on the Respondent by registered mail sent to his last known address and was deemed served May 3, 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 May 21, 2019, in Fort McPherson. The Rental Officer appeared by telephone. SW appeared representing the Applicant. TV was sent notice of the hearing by registered mail to his last known address and deemed served May 3, 2019. Neither a telephone number nor an email were provided for the Respondent. 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

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing April 25, 2018. The Respondent vacated the rental premises, ending the tenancy as of January 22, 2019. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Repairs and cleaning

The entry and exit inspection reports, work orders, and invoices were entered into evidence substantiating the following claims:

Repair/replace two exterior doors and replace to locksets	\$676.77
Repair two interior doors	\$89.31
Replace two windows	\$329.12
Repair holes in walls and ceilings	\$476.04
Cleaning throughout	\$338.72
Sub-total	\$1,909.96
Less remaining security deposit credit	\$705.81
Total	<u>\$1,204.15</u>

I am satisfied the Respondent is responsible for all of the above claimed damages and uncleanliness. I find the Respondent liable to the Applicant for the costs of repairs and cleaning in the amount of \$1,204.15.

Order

An order will issue requiring the Respondent to pay the costs of repairs and cleaning in the amount of \$1,204.15.

Adelle Guigon
Rental Officer