

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

RT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 19, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant

Date of Decision: June 19, 2019

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the Applicant/Landlord against RT as the Respondent/Tenant was filed by the Rental Office April 30, 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 signed for May 15, 2019.

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 costs for repairs and cleaning.

A hearing was scheduled for June 19, 2019, by three-way teleconference. AS appeared representing the Applicant. RT was served notice of the hearing by registered mail signed for May 15, 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 *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing April 1, 2012. The Respondent vacated the rental premises, ending the tenancy agreement as of January 11, 2019. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Repairs and cleaning

Entry inspection reports, work orders, invoices, and testimony of direct observations was entered into evidence supporting the Applicant's claim for the following repairs and cleaning:

Repairing interior door trim	\$26.50
Repairing holes in walls	\$430.65
Repairing window mechanics	\$53.00
Removal and disposal of garbage, debris, and items from both inside premises and yard	\$1,177.30
Replacing light bulbs and light fixture, and repairing area of wall where coax cable was exposed	\$356.40
Replace range hood screen	\$44.49
Cleaning throughout	\$300.00
Sub-total	\$2,388.34
Less security deposit	\$291.36
Total	<u>\$2,096.98</u>

I am satisfied the Respondent is responsible for the all of the above claimed damages and uncleanliness. I find the Respondent liable to the Applicant for costs of repairs and cleaning in the amount of \$2,096.98.

Adelle Guigon
Rental Officer