

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

**TD**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** July 3, 2019

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** JS, representing the Applicant  
KW, representing the Applicant

**Date of Decision:** July 3, 2019

### **REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of the NTHC as the Applicant/Landlord against TD as the Respondent/Tenant was filed by the Rental Office May 3, 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 sent to the Respondent's last known address and deemed served June 5, 2019, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The Applicant alleged the Respondent 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 the rental arrears and for payment of costs for repairs and cleaning.

A hearing was scheduled for July 3, 2019, in Yellowknife. JS and KW appeared representing the Applicant. TD was served notice of the hearing by email deemed received June 29, 2019, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations). 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 March 30, 2012. The Respondent vacated the rental premises, ending the tenancy as of February 25, 2019. I am satisfied a valid tenancy agreement is in place in accordance with 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 assessed at the maximum unsubsidized amount of \$1,625 due to the Respondent's household income exceeding the income threshold for subsidized public housing. The last payment received against the rent account was recorded November 30, 2018, in the amount of \$450. The security deposit of \$1,463.30 was appropriately retained against the Respondent's rental arrears.

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 \$3,237.70.

*Repairs and cleaning*

The entry and exit inspection reports and photographs entered into evidence substantiate the following repairs and cleaning claimed by the Applicant:

Removal and disposal of garbage and debris	\$680.00
Cleaning throughout	\$650.00
Replace light bulbs	\$40.00
Replace fridge bar	\$40.00
Replace electrical cover	\$8.00
Repair walls	\$450.00
Repair flooring	\$65.00
Replace curtain rods	\$60.00
Sub-total	\$1,993.00
10% Admin Fee	\$199.30
5% GST (*note: LL's math wrong)	\$109.62
<b>Total</b>	<b><u>\$2,301.92</u></b>

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 \$2,301.92.

*Orders*

An order will issue requiring the Respondent to pay rental arrears in the amount of \$3,237.70 and requiring the Respondent to pay costs of repairs and cleaning in the amount of \$2,301.92.

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Adelle Guigon  
Rental Officer