

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

**WB**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 19, 2019

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

**Appearances at Hearing:** AB, representing the Applicant

**Date of Decision:** November 19, 2019

### **REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of the NTHC as the Applicant/Landlord against WB as the Respondent/Tenant was filed by the Rental Office October 7, 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 October 18, 2019.

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, payment of costs for repairs and cleaning, termination of the tenancy agreement, and eviction.

A hearing was scheduled for November 19, 2019, in Yellowknife. AB appeared representing the Applicant. WB was served notice of the hearing by registered mail signed for October 18, 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 July 28, 2017. 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 have been subsidized and are currently assessed at \$80 per month. All rents have been paid in full, and since at least March 2019 the rents have been paid in advance. Sufficient amounts have been paid against the rent account to in fact accumulate a rent credit in the amount of \$240.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account. I do not find the Respondent has repeatedly failed to pay the rent when due, nor do I find the Respondent has accumulated rental arrears. The Applicant's claim for rental arrears is denied.

*Repairs and cleaning*

In accordance with section 3 of the written tenancy agreement, the Respondent was transferred from one rental premises to another on July 23, 2019. The entry and exit inspection reports for the previous premises was entered into evidence along with a tenant damages statement claiming the following:

Full cleaning throughout	\$450.00
Replace kitchen sink stopper	\$25.00
Reinstall bathroom ceiling vent	\$62.00
Replace one interior door	\$250.00
Patch and paint one bedroom wall	\$240.00
Replace three receptacle covers	\$30.00
Subtotal	\$1,057.00
10% Admin Fee	\$105.70
5% GST	\$58.14
<b>Total</b>	<b>\$1,220.84</b>

Photographs of the rental premises taken August 1, 2019, do not support the Applicant's claim for full cleaning throughout. The exit inspection report specifically identifies only that the floors and the stove/oven were unclean, and then generalizes in the comments section that "full clean required". The photographs show that the floors did require sweeping and that the oven required cleaning, but otherwise the rental premises was left in an ordinary state of cleanliness. While I am satisfied that the claims for repairs are made out, I am not satisfied the claim of a full cleaning being required is made out. I am satisfied that the Respondent is responsible for costs associated with sweeping the floors and cleaning the oven, which to my mind could reasonably be assessed a cost of no more than \$75. The claim of \$450 for cleaning is denied and replaced with an allowed cost for cleaning of \$75, resulting in an adjusted tenant damages statement as follows:

Floors and oven cleaning	\$75.00
Replace kitchen sink stopper	\$25.00
Reinstall bathroom ceiling vent	\$62.00
Replace one interior door	\$250.00
Patch and paint one bedroom wall	\$240.00
Replace three receptacle covers	\$30.00
Subtotal	\$682.00
10% Admin Fee	\$68.20
5% GST	\$37.51
<b>Total</b>	<b><u>\$787.71</u></b>

I will apply the rent credit of \$240 against the allowed costs of repairs and cleaning. I find the Respondent liable to the Applicant for costs of repairs and cleaning in the remaining amount of \$547.71.

*Order*

An order will issue requiring the Respondent to pay costs of repairs in the amount of \$547.71.

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Adelle Guigon  
Rental Officer