

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

FF

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
FF, Respondent

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 FF 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 repeatedly failed to pay rent when due, had accumulated rental arrears, had failed to pay for utilities, 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, payment of utilities 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. FF appeared as Respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing December 2, 2015. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears and utilities

The parties agreed at hearing that since filing of the application to a rental officer the Respondent had in fact paid all rental arrears and utilities arrears. The Applicant's representative withdrew their request for payment of the rental arrears, and withdrew their request for termination of the tenancy agreement and eviction.

Repairs and cleaning

In accordance with section 3 of the written tenancy agreement, the Respondent was transferred from one rental premises to another on May 21, 2019. The Applicant alleged that damages and uncleanliness were documented at the previous rental premises for which repairs and cleaning charges totalling \$1,536.39 were claimed. That amount does appear in the lease balance statement. However, no documentary evidence was provided proving the claimed damages and uncleanliness and the Applicant's representative was unable to provide direct observational evidence at the hearing. Given the lack of evidence supporting the claim for repairs and cleaning, the Applicant's request for an order for payment of those costs was denied.

Adelle Guigon
Rental Officer