

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

JC

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 11, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MB, representing the Applicant
RV, representing the Applicant

Date of Decision: March 13, 2020

REASONS FOR DECISION

An application to a rental officer made by FPHA on behalf of the NTHC as the Applicant/Landlord against JC as the Respondent/Tenant was filed by the Rental Office January 29, 2020. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Providence, Northwest Territories. The filed application was personally served on the Respondent February 13, 2020.

The Applicant alleged the Respondent had accumulated rental arrears, caused damages to the rental premises, and left the rental premises in an unclean condition. An order was sought for payment of the rental arrears and payment of the costs for repairs and cleaning.

A hearing was held March 11, 2020, by three-way teleconference. MB and RV appeared representing the Applicant. JC was personally served notice of the hearing February 13, 2020. 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 October 19, 2012. The Respondent vacated the rental premises, effectively ending the tenancy November 22, 2019. I am satisfied a valid tenancy agreement was 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 subsidized and last assessed at \$75 per month. Either insufficient amounts or no payments were received in five of the last eight months of the tenancy.

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 \$63.49. The security deposit of \$351.16 was retained against the rental arrears, resulting in a security deposit credit of \$287.67.

Repairs and cleaning

The entry and exit inspection reports, work orders, invoices, and photographs were entered into evidence in support of the Applicant's testimony regarding claims for costs to replace the locks to the rental premises, repair damages resulting from frozen plumbing, replacing a missing smoke detector, replacing a cracked toilet seat, replacing a towel bar, re-patching and painting holes in walls, and cleaning throughout.

I am satisfied the Respondent is responsible for causing damages to the rental premises and failing to clean the rental premises. I find the Respondent liable to the Applicant for costs of repairs and cleaning in the amount of \$4,905.40. After deducting the security deposit credit of \$287.67, the remaining balance owing is \$4,617.73.

Order

An order will issue requiring the Respondent to pay costs of repairs and cleaning in the amount of \$4,617.73.

Adelle Guigon
Rental Officer