

IN THE MATTER between **N.T.H.C.**, Applicant, and **C.H.**, 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 **Hal Logsdon**, Rental Officer, regarding a rental  
premises located within the **town of Norman Wells in the Northwest Territories**.

BETWEEN:

**N.T.H.C.**

Applicant/Landlord

-and-

**C.H.**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 9, 2022

**Place of the Hearing:** Yellowknife, NT via teleconference

**Appearances at Hearing:** L.W., representing the Applicant  
C.P., representing the Applicant

**Date of Decision:** August 9, 2022

### **REASONS FOR DECISION**

The Respondent was served with a Notice of Attendance sent by email and deemed served on July 1, 2022. The Respondent failed to appear at the hearing and the hearing was held in her absence.

The tenancy agreement between the parties was monthly and commenced on October 4, 2019. The monthly rent is \$1,470. The Applicant held a security deposit of \$600. A check-in inspection was conducted and an inspection report was signed by both parties. The tenancy was terminated on December 31, 2021 by the Respondent's notice.

The Applicant inspected the premises on January 4, 2022 and prepared an inspection report. The Respondent did not participate in the inspection.

The Applicant retained the security deposit and interest (\$600.65) applying it to repair and cleaning costs (\$2,547.45) and rent arrears (\$16,417.75) leaving a balance of rent and repair costs owing to the Applicant of \$18,364.55. The Applicant sought an order requiring the Respondent to pay that amount.

The Applicant provided a lease balance statement including all transactions on the Respondent's account, work orders and invoices outlining the repairs and cleaning undertaken, the check-in and check-out inspection reports and photographs of the premises at the conclusion of the tenancy.

The photographic evidence confirms that the premises was left in an extremely dirty condition with damage to doors, flooring and carpet. The carpet and some flooring is ruined. There appears to have been little or no effort by the Respondent to clean the unit or remove food or unwanted items. The Applicant testified that in her opinion the personal property left on the premises was of no value. Work orders detail the following repair and cleaning costs sought by the Applicant:

WO RM323556	Remove and dispose of items, cleaning	\$749.25
WO RM323913	Remove carpet and underlay, cleaning	<u>1,798.20</u>
TOTAL		\$2,547.45

I find the lease balance statement in order and find the Respondent in breach of her obligation to pay rent and her obligation to repair damages to the premises caused by negligence. I find the costs of repair and cleaning to be reasonable. I note that there were other damages noted on the inspection report and indicated in the photographic evidence that are not being claimed by the Applicant. The Applicant stated that the unit will be scheduled for more complete rehabilitation.

Applying the retained security deposit and interest (\$600.65) to the repair and cleaning costs (\$2,547.45), I find repair and cleaning costs payable by the Respondent of \$1,946.80 and rent arrears of \$16,417.75.

An order shall issue requiring the Respondent to pay the Applicant rent arrears in the amount of \$16,417.75 and repair and cleaning costs of \$1,946.80.

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Hal Logsdon  
Rental Officer