

IN THE MATTER between **HNT**, Applicant, and **AB**, 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 **Janice Laycock**, Rental Officer,

BETWEEN:

HNT

Applicant/Landlord

-and-

AB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 10, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: DW, representing the Applicant

Date of Decision: January 10, 2024

REASONS FOR DECISION

An application to a rental officer made by THA as the Applicant/Landlord against AB as the Respondent/Tenant was filed by the Rental Office November 1, 2023. The application was made regarding a residential tenancy agreement for a rental premises located in Tulita, Northwest Territories. The filed application was deemed served on the Respondent by email on November 30, 2023.

The Applicant claimed that at the end of their tenancy the Respondent had rental arrears owing. An order was sought for payment of rental arrears.

A hearing was scheduled for December 6, 2023, by three-way teleconference. DW attended the hearing representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent had been provided notice of the hearing by email deemed served on November 30, 2023, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

I made a decision at the hearing on the rental arrears and an order was issued. I adjourned the hearing to a later date in order to provide further time for the Applicant to provide to the Rental Office and the Respondent an addendum to the application with information to support the Applicant's claim for costs to clean the rental unit and repair damages.

On December 8, 2023 the Applicant provided to the Rental Office evidence to support their claim for costs to repair damages and cleaning, as well as proof of service of the addendum on the Respondent by email, deemed served December 10, 2023. A hearing on these matters was scheduled for January 10, 2024 and notice was provided to the parties. DW attending the hearing representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent had been provided notice of the hearing by email deemed served December 9, 2023, the hearing proceeded in their absence as provided for under subsection 80(2) of the Act.

Preliminary matters

The application was made by THA against AB. At the initial hearing the Applicant clarified that the application was made by the THA on behalf of HNT, and the style of cause was amended accordingly.

Tenancy agreement

The Applicant provided as evidence a written tenancy agreement between the parties for subsidized public housing. This agreement commenced on May 12, 2018, and continued month to month until the tenancy was terminated on February 27, 2023 when the Respondent vacated the rental premises.

I am satisfied a valid tenancy agreement was in place and was terminated on February 27, 2023, in accordance with the Act.

Tenant damages and cleaning

The Applicant claimed that at the end of the tenancy the Respondent was responsible for costs to repair damages and cleaning in the amount of \$1,090.90. They provided as evidence, exit and entry inspection reports, work orders, invoices and photos. The Applicant claimed:

- \$193.89 - to clean appliances. This is consistent with Invoice #9062, Work Order TD 372408 and inspection report. At the hearing I pointed out that the photos which are quite blurry don't clearly indicate the need for cleaning. The Applicant testified further cleaning was required, that they had spoken to the Respondent who had acknowledged that they hadn't been able to complete the cleaning and understood that they would be responsible for costs associated with the work.
- \$897.01 - to replace broken window in living room. This is consistent with Invoice #9062, Work Order TD 394755 and the inspection report. At the hearing I pointed out that the photo provided shows the glass in the window is broken but it is hard to determine if the damage was from the outside or inside. The Applicant testified the damage was from the outside and the Respondent told them that their common-law had caused the damage and they were aware they should have reported it and recognized they were responsible for the costs associated with repairs.

Based on the evidence and testimony of the Applicant I am satisfied that the Respondent is responsible for the costs claimed for repair of damages and cleaning and the costs claimed are reasonable. I find the Respondent responsible for a total of \$1,090.90 to repair damages and cleaning.

Order

An order will issue requiring the Respondent to pay costs for repair of damages and cleaning in the amount of \$1,090.90 (p.42(3)(e) and p.45(4)(d)).

Janice Laycock
Rental Officer