

IN THE MATTER between **HNT**, Applicant, and **SE**, 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, regarding a  
rental premises located within the **city of Yellowknife in the Northwest Territories**.

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**SE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 6, 2024

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

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

**Date of Decision:** November 6, 2024

### **REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against SE as the Respondent/Tenant was filed by the Rental Office October 2, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was deemed served on the Respondent by email on October 7, 2024.

The Applicant claimed the Respondent was responsible for damages and cleaning required at their previous rental unit. An order was sought for the Respondent to pay these costs.

A hearing was held on November 6, 2024, by three-way teleconference. PS appeared representing the Applicant. The Respondent, SE, did not appear nor did anyone appear on their behalf. As the Respondent failed to appear after receiving sufficient notice, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

#### *Tenancy agreement*

The Applicant provided, as evidence, the written tenancy agreement for subsidized public housing commencing on April 1, 2012, and then continuing month to month. The subsidized rent is currently \$80/month.

I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Tenant damages and cleaning*

The Applicant claimed \$1,270.50 (including GST and admin fees) for costs to repair damages and cleaning at the Respondent's previous unit. They testified the Tenant moved to a different unit on March 13, 2024, and a move-out inspection was conducted on March 26, 2024.

The Applicant provided, as evidence, the entry and exit inspection reports, an estimate to repair damages and clean the unit, and photographs documenting the condition of the unit at move-out. The claim includes:

1. \$600 - cleaning;
2. \$ 86 - entrance - \$66 to patch hole, \$20 to replace switch covers;
3. \$ 10 - kitchen - replace receptacle cover;
4. \$132 - staircase - patching
5. \$152 - bathroom - \$10 to replace sink stopper, \$10 replace 1 light switch cover, \$132 sand stains on the vanity;

6. \$ 20 - master bedroom - replace door stopper and receptacle cover;
7. \$ 20 - bedroom #2 - replace door stopper and light switch cover;
8. \$ 60 - bedroom #3 - replace door stopper and electrical receptacle; and
9. \$ 20 - bedroom #4 - replace door stopper and cable cover.

At the hearing, I asked the Applicant to substantiate the claim for cleaning of \$600. The Applicant testified that as the unit was a large four-bedroom unit and there was considerable cleaning required in the unit especially the floors, the costs were higher.

I believe the costs claimed to be reasonable and supported by the evidence and find the Respondent responsible for costs totalling \$1,270.50. Based on the lease balance statement dated September 26, 2024, and provided as evidence, the Respondent had made payments totalling \$220. At the hearing, the Applicant testified that no further payments had been made. With the payment of \$220 on the total owing of \$1,270.50, leaves a further \$1,050.50 owing that can be ordered paid.

Based on the testimony and evidence, I find the Respondent has breached their obligations under the Act to repair damages and maintain ordinary cleanliness at their previous rental unit, and is currently responsible for costs totalling \$1,050.50.

### *Orders*

An order will issue requiring the Respondent to pay costs for repair of damages and cleaning totalling \$1,050.50 (p. 42(3)(e) and p. 45(4)(d)).

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Janice Laycock  
Rental Officer