

IN THE MATTER between **NTHC**, Applicant, and **B.L.**, 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-

B.L.

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	August 10, 2016
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	A.G., representing the applicant J.B., representing the applicant
<u>Date of Decision:</u>	August 10, 2016

REASONS FOR DECISION

An application to a rental officer made by NTHC as the applicant/landlord against B.L. as the respondent/tenant was filed by the Rental Office May 11, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Norman Wells, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for May 18, 2016.

The applicant alleged the respondent had failed to pay overholding rent resulting in additional accumulated rental arrears, 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 and payment of costs to clean and repair the rental premises.

A hearing was scheduled for August 10, 2016, by three-way teleconference. Ms. A.G. and Ms. J.B. appeared representing the applicant. Mr. B.L. was served notice of the hearing by registered mail signed for July 25, 2016. Mr. L. did not appear at hearing, nor did anyone appear on his behalf. The hearing proceeded in his absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Previous order

Rental Officer Order Number 20-14791 dated August 25, 2016, required the respondent to pay rental arrears accumulated as of August 2015 in the amount of \$459.86; to pay for costs of repairs to the rental premises in the amount of \$24,531.56; terminating the tenancy agreement September 30, 2015; and evicting the respondent from the rental premises October 1, 2015.

Tenancy agreement

Based on the rental officer's previous findings, I am satisfied a valid tenancy agreement was in place between the parties for subsidized public housing in accordance with the Act. The applicant's representative testified and provided evidence establishing that they were unable to have the eviction order under Rental Officer Order Number 20-14791 enforced until March 21, 2016. I am satisfied the tenancy agreement between the parties ended September 30, 2015. I am satisfied the respondent continued to occupy the rental premises until he was evicted on March 21, 2016.

Rental arrears

The applicant's representatives testified and provided evidence establishing that the respondent accumulated additional rental arrears since September 1, 2015. The rent for September 2015 was assessed a subsidy based on reported household income. The rents for October 2015 to March 2016 were charged at the maximum monthly rent of \$1,625 due to the respondent no longer being eligible for rent subsidies because his tenancy agreement had been ended by a rental officer in accordance with the Act effective September 30, 2015. The rent for March 2016 was prorated to March 21, 2016. Some minimal payments were made against the rent account.

Section 67 of the Act specifies the tenant's continued liability for rent where they continue to use and occupy the rental premises after the tenancy agreement has been terminated in accordance with the Act. This is also known as overholding rent.

I am satisfied the tenancy agreement was terminated in accordance with the Act effective September 30, 2016. I am satisfied the respondent continued to use and occupy the rental premises after September 30, 2016. I am satisfied the charges of the maximum monthly rent for the rental premises for the months of October 2015 to March 21, 2016, is reasonable as overholding rent. I find the respondent has accumulated additional rental arrears in the amount of \$6,107.55.

Abandoned personal property

Upon being evicted from the rental premises, the applicant provided the respondent with a seacan to store his property in. The applicant incurred costs to transport the seacan to the rental premises property and costs to rent the seacan from NTCL. The respondent moved his property from within the rental premises to the seacan. The applicant agreed to allow the seacan to remain on the rental premises property until May 2016 with the understanding that the respondent would retrieve his property within that time frame. The respondent did not retrieve his belongings. The applicant proceeded to comply with section 64 of the Act by inventorying the contents of the seacan and moving and storing the property to another safe location so that they could return the rented seacan to NTCL. The applicant is claiming recovery of costs associated with the transportation of the seacan, rental of the seacan, and removal, inventory, and storage of the abandoned personal property in the total amount of \$662.94.

I am satisfied the respondent abandoned personal property after being evicted from the rental premises. I am satisfied the applicant's claim for costs to remove, inventory, and store the property is reasonable. I find the respondent liable for the costs to remove, inventory and store abandoned personal property in the amount of \$662.94.

Repairs and cleaning

The repairs costs ordered under Rental Officer Order Number 20-14791 refer specifically to repairs completed prior to July 27, 2015. On July 27, 2015, an inspection report was completed documenting the condition of the rental premises after the extensive repairs and renovations were completed and the respondent was permitted re-occupancy of the rental premises. On March 22, 2016, after the respondent was evicted from the rental premises, the applicant conducted an exit inspection, taking photographs and completing a report.

Damages were documented consisting of: damage to the rear exterior door; holes, scratches and scuff marks in the entrance, stairwell/hallway, living room, master bedroom, and second bedroom walls; damaged master bedroom door casing. The respondent failed to return the keys to the rental premises necessitating the replacement of the exterior door locksets (deadbolts). There was an extensive amount of disposable garbage left in the rental premises, and all walls, floors, windows, appliances, and fixtures required cleaning. The exterior areas of the rental premises property were littered with multiple vehicles and debris.

In the landlord's claim for costs there was included a charge of \$27.84 to replace floor grates, door stops, and related labour. This amount alone was denied as there was no reference to these items in the documentation of damages. The remaining amount claimed for costs of effecting repairs to the above identified items was \$3,531.19.

Based on the evidence and testimony provided, I am satisfied all the damages claimed (excepting the floor grates and door stops) were caused by the respondent's wilful or negligent conduct during his occupancy of the rental premises and I am satisfied the amounts claimed to effect the necessary repairs are reasonable. I find the respondent liable for the costs of repairs and cleaning in the amount of \$3,531.19.

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$6,107.55 and to pay the costs of repairs, cleaning, and removal and storage of property in the total amount of \$4,194.13.

Adelle Guigon
Rental Officer