

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

RM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 13, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MU, representing the applicant

Date of Decision: April 13, 2017

REASONS FOR DECISION

An application to a rental officer made by FRHA on behalf of the NTHC as the applicant/landlord against RM as the respondent/tenant was filed by the Rental Office January 11, 2017. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Fort Resolution, Northwest Territories. The filed application was served on the respondent by registered mail signed for February 7, 2017.

The applicant alleged the respondent had 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 the rental arrears and payment of costs for cleaning and repairs.

A hearing was scheduled for April 13, 2017, by three-way teleconference. MU appeared representing the applicant. RM was served notice of the hearing by registered mail deemed served March 30, 2017, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). The respondent did not appear at the hearing, nor did anyone appear on her behalf. The hearing proceeded in the respondent's absence pursuant to section 80(2) of the Act.

Tenancy agreement

The applicant's representative testified and provided evidence establishing a residential tenancy agreement between the parties for subsidized public housing commencing December 19, 2012. The tenancy ended when the respondent vacated the rental premises without notifying the applicant prior to July 4, 2016. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Previous orders

Rental Officer Order Number 10-14372 dated January 6, 2015, required the respondent to pay rental arrears in the amount of \$580, required the respondent to pay future rent on time, terminated the tenancy agreement March 15, 2015, unless the rental arrears were paid in full, and evicted the respondent from the rental premises March 15, 2015, if the termination of the tenancy agreement became effective.

Rental Officer Order Number 10-15063 dated April 22, 2016, required the respondent to pay rental arrears in the amount of \$600, terminated the tenancy agreement May 31, 2016, and evicted the respondent from the rental premises June 1, 2016.

Rental arrears

Although rental arrears were not specifically discussed at hearing, lease balance statements were entered into evidence which represent the landlord's accounting of monthly assessed rents and payments made against the respondent's rent account. All rents were subsidized. A security deposit in the amount of \$700.90 was retained against the rental arrears.

I am satisfied the lease balance statements accurately reflect the current status of the respondent's rent account. I find the respondent has accumulated rental arrears in the amount of \$49.10.

Cleaning and repairs

The applicant's representative testified and provided evidence in support of claims for costs of repairs and cleaning as follows:

Replace water pressure pump and frozen water lines - March 2016	\$6,690.14
Cleaning and garbage disposal - July 2016	\$716.82
Replace four interior doors - July 2016	\$668.20
Repair two exterior doors and jambs - July 2016	\$648.32
Repair holes in walls - July 2016	\$1,297.02
Painting walls throughout - July 2016	\$2,161.10
Replace floor tiles - July 2016	\$702.37

The applicant's representative withdrew the applicant's request for costs associated with replacing the floor tiles.

The applicant explained that the repairs from March 2016 were required as a result of the respondent failing to notify the landlord that she would be away from the community for a period of time. While the rental premises remained unoccupied the water lines and water pressure pump froze, causing extensive damage.

The costs claimed for painting the walls represents the total cost for painting the entire rental premises. Many but not all of the walls were damaged. The rental premises had last been painted in November 2012. The average useful life of eight years for painted walls must be taken into account when calculating the costs for which the tenant is liable. The landlord benefited from 46 percent of the average useful life of the painted walls, in which case the tenant is liable for 54 percent of the total cost to repaint the rental premises amounting to \$1,166.99.

The costs claimed for the remaining items are reasonable and the cleaning and damages claimed are supported by the entry and exit inspection reports, photographs, work orders, and invoices.

I am satisfied that the frozen water pipes and pressure pump were caused by the respondent's wilful or negligent conduct in failing to ensure the rental premises was being cared for in her absence. I am satisfied the respondent is responsible for the damages to the doors and walls. I find the respondent failed to maintain the ordinary cleanliness of the rental premises. I find the respondent liable to the applicant for costs of repairs and cleaning in the total amount of \$11,187.49 calculated as follows:

Replace water pressure pump and frozen water lines - March 2016	\$6,690.14
Cleaning and garbage disposal - July 2016	\$716.82
Replace four interior doors - July 2016	\$668.20
Repair two exterior doors and jambs - July 2016	\$648.32
Repair holes in walls - July 2016	\$1,297.02
Painting walls throughout - July 2016	\$1,166.99
Total	<u>\$11,187.49</u>

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$49.10; and
- requiring the respondent to pay costs of repairs and cleaning in the amount of \$11,187.49.

Adelle Guigon
Rental Officer