

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

<u>Date of the Hearing:</u>	October 31, 2017
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	MU, representing the applicant EM, representing the applicant
<u>Date of Decision:</u>	October 31, 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 July 28, 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 sent to the respondent by registered mail deemed served August 9, 2017, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

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 rental arrears, and payment of costs for repairs and cleaning.

A hearing was scheduled for October 31, 2017, by three-way teleconference. MU and EM appeared representing the applicant. RM was sent notice of the hearing by registered mail deemed served August 9, 2017, pursuant to subsection 71(5) of the Act. The respondent did not appear at the hearing, nor did anyone appear on his behalf. The hearing proceeded in the respondent's absence pursuant to subsection 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 10, 2015. The respondent vacated the rental premises, terminating the tenancy effective February 15, 2017. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Previous orders

Rental Officer Order Number 15202 dated August 9, 2016, required the respondent to pay rental arrears in the amount of \$3,443, required the respondent to report his household income as required, terminated the tenancy agreement August 31, 2016, evicted the respondent from the rental premises September 1, 2016, and required the respondent to pay compensation for use and occupation of the rental premises after the termination date at a rate of \$50.79 per day. The termination and eviction orders were not enforced by the landlord. The monetary order remains enforceable by filing it with the Supreme Court of the Northwest Territories before August 9, 2019.

Rental arrears

The lease balance statements entered into evidence represent the landlord's accounting of monthly assessed rents and payments received against the respondent's rent account. All rents since July 2016 were assessed at the maximum monthly rent of \$1,545 due to the respondent's failure to report his income as required under paragraph 6 of the written tenancy agreement. The last payment received against the respondent's rent account was recorded January 26, 2016, in the amount of \$250. The security deposit of \$525.28 was retained against the accumulated rental arrears.

One charge charges and two credits were erroneously applied against the rent account on February 28, 2017. The lease balance statement was amended to remove those three line items.

I am satisfied the amended 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 \$11,645.72. An order to pay rental arrears will account for the amount ordered paid under Rental Officer Order Number 15202.

Repairs and cleaning

The applicant's representative testified and provided evidence regarding the following claims:

Installation of temporary plywood to cover broken window	\$54.19
Replacement of broken window	\$129.15
Replacement of one exterior door and repair of one exterior screen door	\$1,190.81
Disposal of debris	\$192.81
Cleaning throughout	\$413.56

The plywood was installed over the broken window in February 2016. The broken window was not repaired until after the respondent vacated the rental premises. I am satisfied the respondent is responsible for the damage to the window.

The charge for the replacement of the exterior door and repair of the screen door included labour and materials to "drop door 1 ½", so door sweep will fit better". After questioning, it was determined that the requirement to drop the door was not necessitated by something the respondent did. Evidence certainly supports that the respondent is responsible for damaging the exterior door and the storm door, necessitating their replacement and repair, but the damages did not affect where or how the door was installed in the first place. Costs were allowed for the replacement of the exterior door and repair of the exterior screen door in the total amount of \$921.13.

Based on the tenant check-in/out condition reports and photographs, I am satisfied the respondent failed to clean the rental premises before vacating.

I find the respondent liable to the applicant for costs of repairs and cleaning calculated as follows:

Installation of temporary plywood to cover broken window	\$54.19
Replacement of broken window	\$129.15
Replacement of one exterior door and repair of one exterior screen door	\$921.13
Disposal of debris	\$192.81
Cleaning throughout	\$413.56
Total	<u>\$1,710.84</u>

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$8,027.72 and requiring the respondent to pay costs of repairs and cleaning in the amount of \$1,710.84.

Adelle Guigon
Rental Officer