

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

JK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 17, 2018

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: CS, representing the applicant

Date of Decision: May 17, 2018

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against JK as the respondent/tenant was filed by the Rental Office January 2, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was sent to the respondent by registered mail to his last known address and deemed served January 30, 2018, 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 the rental arrears and payment for the costs of repairs and cleaning.

A hearing was scheduled for May 17, 2018, by three-way teleconference. CS appeared representing the applicant. JK was sent notice of the hearing by registered mail to his last known address and deemed served January 30, 2018, pursuant to subsection 71(5) of the Act. The respondent did not appear at the hearing, nor did anyone appear on the respondent's behalf. The hearing proceeded in the respondent's absence pursuant to subsection 80(2) of the Act.

Preliminary matters

As will be referenced below, the tenancy agreement between the parties was terminated by Rental Officer Order Number 15505 on May 31, 2017, at which time the applicant re-claimed possession of the rental premises. The applicant was unable to inspect the rental premises until July 4, 2017, and the necessary repairs and cleaning were not completed until the end of July 2017. The applicant's representative testified that attempts were made to communicate the costs of repairs to the respondent, and they were lead to believe that the respondent may

be returning to the community. The respondent did not return to the community, and the efforts to communicate went unanswered. The application to a rental officer was made approximately seven months after the tenancy ended, however, given the applicant's efforts to communicate with the respondent and the negligible few weeks exceeding the six-month time limitation for making an application to a rental officer set out under section 68 of the Act, I was of the opinion that it would not be unfair to either party to grant an extension to the time for making the application.

Previous order

Rental Officer Order Number 15505 issued April 18, 2017, required the respondent to pay rental arrears in the amount of \$640, required the respondent to pay costs of repairs and yard clean-up in the amount of \$235, terminated the tenancy agreement April 30, 2017, and evicted the respondent from the rental premises May 31, 2017.

Tenancy agreement

The applicant's representative testified and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing December 22, 2014. The tenancy agreement was terminated April 30, 2017, in accordance with Rental Officer Order Number 15505. The respondent did not return within the ordered grace period before the eviction date to reclaim his property or clean the premises. The applicant re-claimed possession of the rental premises on May 31, 2017. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Rental arrears

The lease balance statement entered into evidence represents the landlord's accounting of monthly assessed rents and payments received against the respondent's rent account. All rents except for May 2017 were subsidized and last assessed at \$80 per month. The maximum rent of \$1,625 was charged for May 2017 as the respondent was an overholding tenant and not eligible for rent subsidies. No payments have been received against the rent account since November 27, 2016.

Rental Officer Order Number 15505 accounts for the rental arrears accumulated as of April 18, 2017, in the amount of \$640. The rental arrears accumulated since that order amounted to \$1,625 against which the security deposit of \$1001.02 was appropriately retained.

I am satisfied the lease balance statement accurately reflects the current status of the respondent's rent account. I find the respondent has accumulated rental arrears in the remaining amount of \$623.98.

Repairs and cleaning

Having already secured the rental premises against unauthorized access since December 2016 and re-claimed possession May 31, 2017, the applicant conducted an exit inspection July 4, 2017. The inspection identified the following damages for which costs of repairs and cleaning were claimed:

| | |
|--|-------------------|
| Repair/replace window screens and repair a window frame | \$492.80 |
| Replace one exterior door and one storm door | \$890.89 |
| Repair kitchen cupboard doors, hinges, and knobs | \$140.00 |
| Replace one interior door | \$271.86 |
| Patch and paint walls throughout | \$1,962.99 |
| Remove and dispose of garbage and debris from inside and outside the rental premises | \$1,772.00 |
| Interior cleaning throughout | \$248.00 |
| TOTAL | \$5,778.54 |

All the above claims were supported by the exit inspection report, work orders, invoices, and photographs. I am satisfied the respondent is responsible for the above listed damages and cleaning. I am satisfied that costs claimed for repairs and cleaning are reasonable. I find the respondent liable to the applicant for costs of repairs and cleaning in the amount of \$5,778.54.

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$623.98 and requiring the respondent to pay costs of repairs and cleaning in the amount of \$5,778.54.

Adelle Guigon
Rental Officer