

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

**WJ**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>May 16, 2018</b>
<b><u>Place of the Hearing:</u></b>	<b>Fort Smith, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>CS, representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>May 16, 2018</b>

**REASONS FOR DECISION**

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against WJ as the respondent/tenant was filed by the Rental Office January 29, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was served on the respondent by registered mail sent to the respondent's last known address and deemed served March 6, 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 rental arrears and payment of costs for repairs and cleaning.

A hearing was scheduled for May 16, 2018, in Fort Smith. The Rental Officer appeared by telephone. CS appeared representing the applicant. WJ was served notice of the hearing by registered mail sent to the respondent's last known address and deemed served March 6, 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.

*Tenancy agreement*

The applicant's representative testified and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing March 14, 2014. The tenancy agreement was terminated July 31, 2017, pursuant to Rental Officer Order Number 15503, although the tenant did not vacate the rental premises until on or before August 22, 2017. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

*Previous order*

Rental Officer Order Number 15503 issued April 5, 2017, required the respondent to pay rental arrears in the amount of \$473.41, required the respondent to pay her future rent on time, required the respondent to comply with her obligation to pay for utilities and not to breach that obligation again, terminated the tenancy agreement July 31, 2017, unless the rental arrears were paid in full and the rents for May, June, and July were paid on time, and evicted the respondent from the rental premises August 1, 2017, if the termination of the tenancy agreement became effective.

*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 were subsidized and last assessed at \$80 per month.

The rental arrears ordered paid under Rental Officer Order Number 15503 had not been paid in full by July 31, 2017, and the rent for July was not paid, triggering the termination of the tenancy agreement July 31, 2017. Without reinstating the tenancy agreement, the applicant agreed to delay enforcement of the eviction order at the respondent's request. The respondent did not vacate the rental premises until near the end of August. Being an overholding tenant and not eligible for rent subsidies, the applicant charged the full economic rent of \$1,625 against the respondent for August. The rental arrears accumulated since the last rental officer order was issued amount to \$1,630. The security deposit of \$1,001.48 was retained against those rental arrears. Rental Officer Order number 15503 remains enforceable.

I am satisfied the lease balance statement accurately reflects the current status of the respondent's rent account. I find the respondent has a remaining balance of rental arrears accumulated since the last rental officer order was issued in the amount of \$628.52.

### *Costs of repairs and cleaning*

When the applicant discovered the rental premises had been vacated, they conducted an exit inspection on August 22, 2017. The applicant's representative testified and provided evidence supporting a claim for costs of doing yard maintenance, repairing one interior door, patching and painting two walls, repairing one window screen, and cleaning windows, stove, fridge, floors and bathroom counter. The total amount claimed for these repairs and cleaning is \$903.86, which I am satisfied is reasonable and that the respondent is responsible for.

The applicant also made a claim of \$1,625 per month for storing abandoned personal property in the rental premises for 60 days. This claim was denied as unreasonable. Subsection 64(3) of the Act requires the landlord to inventory abandoned personal property at the earliest reasonable opportunity and to give that inventory to the Rental Officer and to the tenant. Subsection 64(5) of the Act requires the landlord to store the abandoned personal property in a safe place and manner for not less than 60 days from the date the tenancy ended. Section 5 of the Act requires the landlord to mitigate their losses. It was not necessary for the landlord to store the abandoned personal property at the rental premises. By doing so they chose to keep the rental premises off the rental market, thereby failing to mitigate their losses. Additionally, they charged the equivalent of the maximum economic rent of the rental premises for storing the abandoned personal property there, which is a completely unreasonable amount to charge for storage fees.

The applicant made a claim for removal and disposal of the abandoned personal property - supported by a work order and receipts for tipping fees – in the amount of \$1,652. I am satisfied this claim is reasonable and I am prepared to grant it as additional costs of cleaning the rental premises.

### *Orders*

An order will issue requiring the respondent to pay rental arrears in the amount of \$628.52 and requiring the respondent to pay costs of repairs and cleaning in the total amount of \$2,694.22.

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Adelle Guigon  
Rental Officer