

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

**TC**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 16, 2018

**Place of the Hearing:** Fort Smith, Northwest Territories

**Appearances at Hearing:** CS, representing the applicant

**Date of Decision:** May 16, 2018

### **REASONS FOR DECISION**

Two applications to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against TC as the respondent/tenant were filed by the Rental Office January 29, 2018. The applications were made regarding a residential tenancy agreement for rental premises located in Fort Smith, Northwest Territories. The filed applications were sent to the respondent by registered mail to the last known address 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, had left the rental premises in an unclean condition, and had failed to comply with a rental officer order. An order was sought for payment of rental arrears, payment of costs for repairs and cleaning, termination of the tenancy agreement, and eviction.

A hearing was scheduled for May 16, 2018, in Fort Smith. The Rental Officer appeared by telephone. CS appeared representing the applicant. TC was served notices of hearing by registered mail to the last known address 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 December 9, 2015. The tenancy has been continuous under the applicant's subsidized public housing program, despite the respondent being transferred between three separate units during the tenancy. The respondent abandoned the rental premises, effectively terminating the tenancy agreement when the applicant re-claimed possession on February 14, 2018. The applicant's representative withdrew the applicant's request for termination of the tenancy agreement and eviction.

It was clarified at hearing that it was unnecessary for the applicant to file two separate applications to a rental officer given the unbroken continuity of the tenancy. That being the case, the two applications were heard together. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

*Previous orders*

Rental Officer Order Number 15250 issued October 4, 2016, required the respondent to pay rental arrears in the amount of \$80 and required the respondent to pay her future rent on time.

Rental Officer Order Number 15504 issued April 10, 2017, required the respondent to pay rental arrears in the amount of \$60, required the respondent to pay her future rent on time, required the respondent to pay costs of repairs and cleaning in the amount of \$6.56, 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 statements entered into evidence represent the landlord's accounting of monthly assessed rents and payments received against the respondent's rent account. All rents have been subsidized and were last assessed at \$80 per month. The last payment received from the respondent against the rent account was recorded June 30, 2017, in the amount of \$160.

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 since the last rental officer order was issued in the amount of \$560.

### *Repairs and cleaning*

The respondent was transferred from her first rental premises to her second rental premises on September 23, 2016, pursuant to paragraph 2 of the written tenancy agreement. An entry inspection report was prepared for the second rental premises at that time.

The respondent was then transferred from her second rental premises to her third rental premises on June 30, 2017, pursuant to paragraph 2 of the written tenancy agreement. An exit inspection report was prepared for the second rental premises and an entry inspection report was prepared for the third rental premises.

The applicant's representatives learned that the respondent had not been occupying the rental premises for some time prior to January 19, 2018. Notices were sent to the respondent requesting confirmation of this information, which were not responded to. The applicant notified the respondent on February 2, 2018, that they were deeming the rental premises abandoned. On February 14, 2018, the applicant re-claimed possession of the third rental premises and conducted an exit inspection.

### Second rental premises

The exit inspection of the second rental premises documented damages to: one exterior door lock set; window screens; window cranks; curtain rods; weatherstripping; one storm door; and one exterior down spout. Garbage, debris, and other items were also left behind. Costs were claimed to effect those repairs and to remove and dispose of the garbage, debris, and other items, in the total amount of \$1,492.33. Photographs, work orders, and invoices were provided to support the claim.

The only item of concern was the storm door. The entry inspection report for the second rental premises identified that the storm door was already damaged when the respondent took possession. There was no evidence to suggest that the storm door had been replaced during the respondent's occupancy of the second rental premises. As such, I am not satisfied the respondent is responsible for the damages caused to the storm door.

I am satisfied that the respondent is responsible for the remaining damages and cleaning for the second rental premises, and I am satisfied that the costs claimed for repairs and cleaning are reasonable. I find the respondent liable to the applicant for costs of repairs and cleaning associated with the second rental premises in the amount of \$1,007.39.

### Third rental premises

The exit inspection of the third rental premises documented damages to: walls; one interior door; two door stops; kitchen cupboard doors, drawers, and hardware; one storm door; window screens; and curtain rods. Garbage, debris, and other items – including a vehicle – were left behind both inside and outside the rental premises. Costs were claimed to effect those repairs and to remove and dispose of the garbage, debris, and other items, in the total amount of \$2,058.76. Photographs, work orders, and invoices were provided to support the claim.

I am satisfied that the respondent is responsible for all claimed damages and cleaning for the third rental premises, and I am satisfied that the costs claimed for repairs and cleaning are reasonable. I find the respondent liable to the applicant for costs of repairs and cleaning associated with the third rental premises in the amount of \$2,058.76.

### *Orders*

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$560;
- requiring the respondent to pay for costs of repairs and cleaning associated with the second rental premises in the amount of \$1,007.39; and
- requiring the respondent to pay for costs of repairs and cleaning associated with the third rental premises in the amount of \$2,058.76.

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Adelle Guigon  
Rental Officer