

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

DC

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 19, 2018

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MU, representing the applicant
DM, witness for the applicant

Date of Decision: June 19, 2018

REASONS FOR DECISION

An application to a rental officer made by Fort Resolution Housing Authority on behalf of the NTHC as the applicant/landlord against DC as the respondent/tenant was filed by the Rental Office April 5, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Resolution, Northwest Territories. The filed application was personally served on the respondent July 11, 2017. An addendum to the filed application was personally served on the respondent June 15, 2018.

The applicant alleged the respondent had accumulated rental arrears, had caused extensive 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 originally scheduled for August 10, 2017, at which time the applicant requested an adjournment pending completion of renovations to the rental premises from which an accurate accounting of costs for repairs and cleaning could be made. The adjournment was granted *sine die*. The Rental Officer followed up with the applicant on October 6 and December 1, 2017, and both times the applicant requested that the adjournment be continued.

A hearing was re-scheduled for March 7, 2018, which the applicant requested a further postponement. The postponement was granted peremptory on the applicant.

The hearing was finally re-scheduled for June 19, 2018, by three-way teleconference. MU appeared representing the applicant, with the applicant's Foreman DM appearing as a witness. DC was served notice of the hearing by registered mail signed for June 1, 2018. 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 *Residential Tenancies Act* (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 April 17, 2013. The respondent vacated the rental premises, effectively ending the tenancy agreement July 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 were subsidized and last assessed at \$75 per month. The last payment received against the rent account was recorded February 13, 2017, in the amount of \$75. The security deposit of \$701.29 was retained against the accumulated rental arrears.

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 amount of \$323.71.

Damages and uncleanliness

The applicant's representative and witness testified, and evidence was presented establishing substantial damages to the rental premises and general uncleanliness. Evidence supporting the applicant's claim included: an entry inspection report completed April 17, 2013; an exit inspection report completed August 1, 2017; 101 photographs; and work orders. The following claims were made:

Disposal of refrigerator, garbage, and debris	\$861.02
Replacement of refrigerator	\$899.00
Replacement of four windows	\$1,617.44
Repair of holes in walls and ceiling	\$4,920.51
Priming and painting repaired walls and ceiling	\$4,028.82
Replace four interior doors and knobs	\$638.20
Replace one exterior door, screen door, door jamb, and lockset	\$818.27
Total	<u>\$13,783.26</u>

The only monetary claim not included in the addendum was for the interior cleaning of the rental premises. The applicant's representative requested that this be considered at the Rental Officer's discretion.

All of the claimed damages and uncleanliness were made out in the supporting reports and photographs, and in the witness's testimony. The damages to the walls and ceiling in particular were substantial, justifying the costs claimed.

While the refrigerator had been left to rot without power by the respondent, necessitating its disposal, the \$899 claimed represents the actual cost to replace it. The refrigerator was new when the respondent moved into the rental premises four years previously, which means the applicant benefited from four years of the refrigerator's useful life. The average useful life of refrigerators is 15 years. The respondent is only be liable for the remaining useful life which the applicant would not benefit from, in this case 11 years. I am prepared to allow the applicant the depreciated value of the refrigerator at \$659.27.

The applicant's representative's request for costs to clean the premises is reasonable given the documented evidence that the premises had not been cleaned prior to the respondent vacating. The rental premises is a two-bedroom dwelling for which the average commercial cost to conduct a move-out clean is between \$275 and \$400. I am prepared to grant the applicant \$350 for costs associated with cleaning the rental premises.

The allowed costs for repairing and cleaning are as follows:

Disposal of refrigerator, garbage, and debris	\$861.02
Replacement of refrigerator	\$659.27
Replacement of four windows	\$1,617.44
Repair of holes in walls and ceiling	\$4,920.51
Priming and painting repaired walls and ceiling	\$4,028.82
Replace four interior doors and knobs	\$638.20
Replace one exterior door, screen door, door jamb, and lockset	\$818.27
Interior cleaning throughout	\$350.00
Total	<u>\$13,893.53</u>

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$323.71 and requiring the respondent to pay costs of repairs and cleaning in the amount of \$13,893.53.

Adelle Guigon
Rental Officer