

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

CB

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 4, 2018
<u>Place of the Hearing:</u>	Behchoko, Northwest Territories
<u>Appearances at Hearing:</u>	TM, representing the Applicant LE, representing the Applicant RM, witness for the Applicant
<u>Date of Decision:</u>	December 4, 2018

REASONS FOR DECISION

An application to a rental officer made by BKGK on behalf of the NTHC as the Applicant/Landlord against CB as the Respondent/Tenant was filed by the Rental Office June 18, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was served on the Respondent by email deemed received August 23, 2018, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

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 for costs of repairs and cleaning.

A hearing scheduled for September 6, 2018, was adjourned to a later date at the request of the Applicant; the Respondent had not appeared at this hearing despite having been served with notice of it. A re-scheduled hearing for October 31, 2018, was cancelled due to inclement weather preventing the Rental Officer from appearing. The hearing was re-scheduled to December 4, 2018, in Behchoko. TM and LE appeared representing the Applicant, with RM appearing as witness for the Applicant. CB was served notice of the hearing by registered mail deemed served November 23, 2018, pursuant to subsection 71(5) of the *Residential Tenancies Act* (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 November 3, 2016. The Respondent vacated the rental premises, ending the tenancy agreement May 18, 2018. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

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 \$845 per month. The last payment received against the rent account was recorded January 12, 2018, in the amount of \$605. Either insufficient payments or no payments were received in seven of the last 12 months of the tenancy. At hearing, the Applicant's representative confirmed that the security deposit of \$897.65 was retained against the rental arrears.

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 in the amount of \$2,858.35, which represents approximately four months' subsidized rent.

Repairs and cleaning

The Applicant claimed costs for repairs and cleaning at the end of the tenancy as follows:

Repair exterior door	\$75.00
Replace refrigerator	\$800.00
Replace living room window	\$450.00
Replace electrical cover	\$25.00
Replace two interior doors	\$300.00
Repair bathroom window	\$50.00
Replace bathroom fan cover	\$25.00
Replace bathroom toilet paper holder	\$30.00
Replace missing smoke detector(s)	\$100.00
Removal and disposal of garbage and debris	\$100.00
Cleaning throughout	\$375.00
Total	\$2,330.00

The entry and exit inspection reports, and photographs, were entered into evidence and support the above listed damages and uncleanliness as being the Respondent's responsibility. All costs for repairs and cleaning are reasonable, except that claimed to replace the refrigerator. The Applicant failed to account for depreciation on the refrigerator. The \$800 claimed to replace the refrigerator is \$700 for the replacement cost plus \$100 for removal and disposal of the old refrigerator. The refrigerator was confirmed as new in 2012, making it six years old. The average useful life of refrigerators is 15 years, making the Respondent in this case liable for 60% of the replacement value equal, which amounts to \$420, plus the \$100 cost for removal and disposal of the old refrigerator. The total amount allowed for costs of repairs and cleaning was adjusted as follows:

Repair exterior door	\$75.00
Replace refrigerator	\$520.00
Replace living room window	\$450.00
Replace electrical cover	\$25.00
Replace bathroom door	\$300.00
Repair bathroom window	\$50.00
Replace bathroom fan cover	\$25.00
Replace bathroom toilet paper holder	\$30.00
Replace missing smoke detector(s)	\$100.00
Removal and disposal of garbage and debris	\$100.00
Cleaning throughout	\$375.00
Total	<u>\$2,050.00</u>

I am satisfied the Respondent is responsible for the claimed damages and uncleanliness. I find the Respondent liable to the Applicant for costs of repairs and cleaning in the amount of \$2,050.

Orders

An order will issue requiring the Respondent to pay rental arrears in the amount of \$2,858.35 (p. 41(4)(a)) and requiring the Respondent to pay costs of repairs and cleaning in the amount of \$2,050 (p. 42(3)(e), p. 45(4)(d)).

Adelle Guigon
Rental Officer