

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

BL

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 as the Applicant/Landlord against BL as the Respondent/Tenant was filed by the Rental Office September 19, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was personally served on the Respondent October 11, 2018.

The Applicant alleged the Respondent had accumulated rental arrears, caused damages to the rental premises, and 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 originally scheduled for October 31, 2018, was cancelled due to inclement weather preventing the Rental Officer's attendance at the in-person hearing. The hearing was re-scheduled to December 4, 2018, in Behchoko. TM and LE appeared representing the Applicant, with RM appearing as a witness for the Applicant. BL was sent notice of the hearing by registered mail to his last known address deemed served November 23, 2018, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act). Neither a telephone number nor an email address was provided for the Respondent. 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 for market rental housing commencing March 1, 2016. The Respondent vacated the rental premises, effectively ending the tenancy September 13, 2018. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Previous order

Rental Officer Order Number 15853 issued March 6, 2018, required the Respondent to pay rental arrears in the amount of \$5,275, required the Respondent to pay future rent on time, terminated the tenancy agreement June 30, 2018, unless the rental arrears were paid in full and the rents for April, May, and June were paid on time, and evicted the Respondent from the rental premises July 1, 2018, if the termination of the tenancy agreement became effective.

Rental arrears

The lease balance statements and statements of account (rent statements) entered into evidence represent the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. Rent was established at \$1,250 per month. No payments were received in eight of the last 12 months of the tenancy. The last payment received on the rent account was recorded June 29, 2018, in the amount of \$1,600.

I am satisfied the rent statements accurately reflect the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay rent and has accumulated rental arrears in the amount of \$11,717. Rental Officer Order Number 15853 accounts for \$5,275 of the accumulated rental arrears, leaving \$6,442 in additional rental arrears that have accumulated since the last rental officer order was issued.

Repairs and cleaning

The Applicant's representative and witness testified to their claim for costs for the following:

Replace weatherstripping on exterior door	\$60.00
Replace refrigerator	\$1,000.00
Repair damaged kitchen cabinet	\$25.00
Patch and paint holes in walls	\$450.00
Replace window blinds	\$135.00
Replace door stop	\$25.00
Remove paint spatter from wall and carpet	\$175.00
Replace interior door knob	\$50.00
Replace wall trim	\$50.00
Replace interior door	\$100.00
Repair damaged exterior siding	\$200.00
Interior and exterior cleaning	\$530.00
Total	<u>\$2,800.00</u>

Entry and exit inspection reports, a condition rating report, and photographs were entered into evidence to support the Applicant's claims.

The \$1,000 claimed to replace the refrigerator represents \$800 for the cost of the refrigerator and \$200 for the removal and disposal costs. Based on the evidence and testimony, the refrigerator was clearly damaged beyond repair due to the Respondent failing to clean the appliance resulting in the development of pervasive mold and, therefore, the Respondent is responsible for the replacement of the refrigerator. However, the age of the refrigerator must be taken into consideration when determining the replacement costs to hold the Respondent liable for. The Applicant's representative reviewed their notes and confirmed that the refrigerator was approximately 2.6 years old. The average useful life of refrigerators is 15 years, making the Respondent liable for 83 percent of the replacement cost of the fridge, plus the removal and disposal costs, in the total amount of \$864. All the remaining costs claimed for repairs and cleaning are reasonable.

I am satisfied the Respondent is responsible for the claimed damages and uncleanliness. I find the Respondent liable for the costs of repairs and cleaning in the adjusted amount of \$2,664.

Orders

An order will issue requiring the Respondent to pay rental arrears accumulated since the last rental officer order in the amount of \$6,442, and requiring the Respondent to pay costs of repairs and cleaning in the amount of \$2,664.

Adelle Guigon
Rental Officer