

IN THE MATTER between **NTHC**, Applicant, and **SP and JHF**, Respondents.

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 **Janice Laycock**, Deputy Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

SP and JHF

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 8, 2019
<u>Place of the Hearing:</u>	Fort McPherson, NT
<u>Appearances at Hearing:</u>	SW representing Applicant
<u>Date of Decision:</u>	January 10, 2019

REASONS FOR DECISION

An application to a rental officer made by the FMHA on behalf of the NTHC as the Applicant/Landlord against SP and JHF as the Respondents/Tenants was filed by the Rental Office November 5, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Fort McPherson, Northwest Territories. The filed application was served on the Respondents by registered mail signed for on November 27, 2018.

The Applicant claimed that the Respondents had failed to pay rent, had rental arrears of \$931.00, and were responsible for tenant damages and cleaning in the amount of \$1,364.04. An order was sought for payment of the rental arrears and payment to cover the cost of damages and cleaning.

A hearing was scheduled for January 8, 2019 in Fort McPherson. Janice Laycock, Deputy Rental Officer, appeared by telephone. SW appeared representing the Applicant. SP and JHF were served notices of the hearing by registered mail, signed for on November 27, 2018. The Respondents did not appear at the hearing, not did anyone appear on the Respondents' behalf. The hearing proceeded in the Respondents' absence under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Previous Rental Officer Order

Previous Rental Officer Order Number 15998 issued May 30, 2018 ordered the Respondents to:

1. Pay rental arrears in the amount of \$3,410.00;
2. Termination of the rental agreement June 30, 2018;
3. Eviction on July 1, 2018; and
4. Compensation for use and occupation after June 30, 2018, at a rate of \$47.51 per day to a maximum of \$1,445 per month.

Tenancy Agreement

The Applicant's representative testified and evidence was presented establishing a joint tenancy agreement between the parties commencing March 1, 2014. According to the Applicant, the Respondents vacated the rental premises on or about July 13, 2018. I am satisfied that a valid tenancy agreement is in place in accordance with the Act.

Rental Arrears

The Lease Balance Statement entered into evidence represents the accounting of monthly assessed rents and payments received. Under this application the Applicant is claiming total arrears of \$931.00 representing subsidized rent for June (\$325.00) and full market rent (approximately 46.61/day) for the 13 day period July 1-13, 2018, (\$606.00) when the Respondents continued to occupy the rental premises.

I am satisfied that the Lease Balance Statement accurately reflects the current status of the Respondents' rental account. I find that the Respondents have accumulated rental arrears in the amount of \$931.00.

Tenant Damages and Cleaning

The Applicant provided evidence of necessary repairs and cleaning of the rental premises after the Respondents vacated the rental unit. Aside from repairs to doors, holes in walls and cleaning of the unit, the Applicant also claimed the costs associated with the replacement of the unit's fridge. The Applicant claimed that it needed to be replaced because it had mold in it and could not be cleaned. The total claim for the cost of repairs, cleaning, and replacement of the fridge was \$2,366.25, less damage deposit and interest of \$1,002.21, the Respondents were invoiced for \$1,364.04.

The Deputy Rental Officer asked the Applicant to provide copies of the entry and exit inspection reports and information on the age of the fridge by January 15, 2019. It was explained that the inspection reports would confirm that the damage had happened during the tenancy and the age of the fridge was necessary so that a depreciated value could be determined. The hearing was adjourned and the Deputy Rental Officer decision reserved pending receipt of the requested information.

On January 9, 2019 the Applicant provided the requested information. The inspection reports confirmed the repairs and cleaning. Based on asset notes for the rental unit, a new fridge was installed in July 2009. This means that the fridge was 9 years old when it was replaced in 2018. Based on a useful life of 15 years and a total replacement cost of \$999.00, the depreciated value of the fridge would be \$399.60, bringing the revised total of the repairs and cleaning to \$764.64.

I am satisfied that the Applicant provided sufficient evidence of damages and that repairs and cleaning of the rental unit were required. I find the Respondents responsible for payment of costs relating to repairs and cleaning totalling \$764.64.

Orders

An order will be issued:

- requiring the Respondents to pay to the Applicant rental arrears in the amount of \$931.00 (p. 41(4)(a)); and
- requiring the Respondents to pay to the Applicant the cost of repairs and cleaning in the amount of \$764.64 (p. 42(3)(e) and 45(4)(e)).

Janice Laycock
Deputy Rental Officer