

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

**SC**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>February 7, 2019</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>TM, representing the Applicant LE, representing the Applicant SC, Respondent</b>
<b><u>Date of Decision:</u></b>	<b>February 7, 2019</b>

**REASONS FOR DECISION**

An application to a rental officer made by BKGK on behalf of the NTHC as the Applicant/Landlord against SC as the Respondent/Tenant was filed by the Rental Office July 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 17, 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 of costs for repairs and cleaning.

A hearing originally scheduled for September 6, 2018, was adjourned at the Applicant's request. The hearing was rescheduled to October 31, 2018, and then cancelled due to inclement weather prohibiting the Rental Officer from attending the hearing. The hearing was rescheduled to December 13, 2018, however, neither the Applicant nor the Respondent appeared. A first fail to appear notice was sent to the Applicant, who replied with their request to again re-schedule the matter for hearing. The hearing was finally rescheduled for February 7, 2019, by three-way teleconference. TM and LE appeared representing the Applicant. SC appeared as Respondent.

*Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing December 4, 2014. The Respondent vacated the rental premises June 30, 2018. I am satisfied a valid tenancy agreement was in place in accordance with the *Residential Tenancies Act* (the Act).

*Previous order*

Rental Officer Order Number 15559 issued June 13, 2017, required the Respondent to pay rental arrears in the amount of \$6,000, required the Respondent to pay future rent on time, terminated the tenancy agreement September 30, 2017, unless at least \$1,000 was paid towards the rental arrears and the subsidized rents for July, August, and September were paid on time, and evicting the Respondent from the rental premises October 1, 2017, if the termination of the tenancy agreement became effective. The Respondent complied with the terms of the conditional termination order, rendering the termination and eviction orders ineffective.

*Rental arrears*

The statements of rent account, lease ledger, and lease balance statements (rent statements) entered into evidence represent the Landlord's accounting of the monthly assessed rents and payments received against the Respondent's rent account. All rents were subsidized and last assessed at \$1,230 per month. Either insufficient payments or no payments were received in six of the last 12 months of the tenancy. The security deposit of \$1,231.71 was appropriately retained against the rental arrears.

The rent statements included rent charged for July 1 to 3, 2018, in the amount of \$119. The Respondent argued that she did in fact vacate the rental premises June 30, 2018, and was available to conduct the necessary exit inspection and return the keys to the rental premises on that date. The Respondent testified that she had communicated that to the Landlord's receptionist by email and was told that the Landlord's agent was too busy to do the exit inspection on June 30<sup>th</sup> and that they didn't need the keys back. The Applicant's representatives were unable to contradict the Respondent's testimony as they had no direct knowledge of the matter. The Applicant's representatives could only refer to an exit inspection report which they testified was completed on July 6, 2018. I am satisfied that the Respondent vacated the rental premises June 30, 2018, and is not liable for the rent beyond that date. The rent for July of \$119 will be deducted from the rent statements balance.

Other than with respect to the July 2018 rent, the Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it.

I am satisfied the adjusted rent statements accurately reflect the current status of the Respondent's rent account. I find the Respondent has accumulated rental arrears in the amount of \$832.93.

*Damages and cleaning*

The Applicant claimed costs associated with the following repairs:

Repair exterior door casing	\$75.00
Replace main entry flooring	\$400.00
Repair walls in main entry, living room, and bathroom	\$620.00
Paint repaired interior walls	\$625.00
Repair stove handle	\$25.00
Replace living room carpet	\$1,000.00
Replace bedroom and bathroom doors	\$600.00
Replace bathroom vanity door	\$75.00
Replace toilet seat	\$35.00
Replace toilet paper holder	\$30.00
Replace disconnected smoke detector(s)	\$25.00
Cleaning throughout interior and exterior	\$355.00
<b>Total</b>	<b><u>\$3,865.00</u></b>

The Applicant provided a detailed invoice and statement of account for the claimed damages, but did not provide either the entry or exit inspection reports, work orders, or photographs to support the claims. Despite those documentary omissions, the Respondent did not dispute her responsibility for any of the claimed damages and accepted the claimed costs associated with repairing and cleaning the rental premises.

I am satisfied the Respondent is responsible for the claimed damages and uncleanliness. I find the Respondent liable to the Applicant for the costs of repairs and cleaning in the amount of \$3,865.

*Orders*

An order will issue requiring the Respondent to pay rental arrears in the amount of \$832.93 and requiring the Respondent to pay costs of repairs and cleaning in the amount of \$3,865.

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Adelle Guigon  
Rental Officer