

IN THE MATTER between **NTHC**, Applicant, and **DP**, 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 **Janice Laycock**, Deputy Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

DP

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 29, 2019

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: JS for the Applicant

Date of Decision: May 29, 2019

REASONS FOR DECISION

An application to a rental officer made by the YHA on behalf of the NTHC as the Applicant/Landlord against DP as the Respondent/Tenant was filed by the Rental Office March 15, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served by registered mail on the Respondent, deemed served on May 3, 2019.

The Applicant claimed that the Respondent vacated the rental premises on July 29, 2018 leaving arrears of \$155 and tenant damages totalling \$2,441.93. An order was sought for payment of rental arrears and damages.

A hearing was scheduled for May 29, 2019 in Yellowknife. JS appeared for the Applicant. DP was served notice of the hearing by registered mail, deemed served on May 3, 2019. The Respondent did not appear at the hearing, nor did anyone on her behalf. The hearing proceeded in the Respondent's absence as provided for in subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy Agreement

Evidence was presented establishing a tenancy agreement between the parties for subsidized public housing commencing on April 1, 2012 and continuing month to month. The Respondent left a phone message with the Applicant on July 28, 2018 saying that they intended to move out on July 29, 2018. The tenancy was terminated on July 29, 2018 when the Respondent vacated the rental premises. I am satisfied a valid tenancy agreement was in place and that this agreement was terminated on July 29, 2018.

Rental Arrears

The statements provided as evidence by the Applicant show rental arrears at the end of the tenancy of \$155.00. Once the Security Deposit with interest (total \$1,210.69) is applied, the Respondent has \$0 arrears owing and the balance remaining on their security deposit is a credit of \$1,055.69.

I am satisfied that the statements accurately reflect the current status of the Respondent's rent account. I find that after applying some of the security deposit against the arrears (as requested by the Applicant) the Respondent now has \$0 arrears owing.

Tenant Damages

The Applicant provided as evidence an entry and exit inspection report. The Respondent signed the entry inspection on April 5, 2012. At that time, the condition of the unit was mostly good, with a few minor deficiencies noted. The Respondent did not participate in the exit inspection on July 30, 2018 which noted that the "unit was unclean, garbage outside and inside, few pieces of clothing, large sectional couch, queen bed, TV with stand. The report also documents damages and areas that were left unclean.

Also entered into evidence are letters to the Respondent. The first letter is dated August 1, 2018, and advised the Respondent that the final statement and estimate of damages would be provided when the maintenance manager is back. The second letter dated August 16, 2018, includes a final statement and move out report including a detailed costing for the work and materials related to cleaning the unit and repairing the damages. According to the "final move out calculations" report completed on August 14, 2018 and provided with this letter, the costs for cleaning and repairs/replacement are as follows:

\$650 cleaning,

\$868 minor work replacing screens, lights, outlet cover, globes, door stoppers, curtain rods, repairing door frames and patching walls.

\$623.20 dump fee (labour and fee to take abandoned property to dump)

\$214.12 administration fee of 10%

\$ 86.61 GST

\$2,441.93 TOTAL

The items included in this report are consistent with the information included in the exit report provided by the Applicant as evidence. All items are fairly minor and depreciation would not apply. Also, at the hearing the Applicant testified that the Respondent had indicated in her phone message (notifying them of move out) that she had taken all of her possessions that she wanted. The remaining items that were taken to the dump i.e. clothing, large sectional couch, queen bed, TV with stand, were damaged and soiled and considered by the Applicant to be worthless and in some cases unsanitary.

Based on the evidence and testimony of the Applicant I find that the Respondent is responsible for costs associated with damages totalling \$2,441.93, when the remainder of the security deposit is applied \$1,055.69 (as requested by the Applicant), the total owing is \$1,386.24.

Order

An order will be issued:

- requiring the Respondent to pay expenses totalling \$1,386.24 for costs associated with cleaning and repairs of the rental premises (p. 42(3)(e)).

Janice Laycock
Deputy Rental Officer