

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

**DL**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 19, 2019

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** AB, representing the Applicant  
DL, Respondent

**Date of Decision:** November 19, 2019

### **REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of the NTHC as the Applicant/Landlord against DL as the Respondent/Tenant was filed by the Rental Office October 7, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondent by registered mail deemed served October 23, 2019, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The Applicant alleged the Respondent had repeatedly failed to pay rent in full when due, 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, payment of costs for repairs and cleaning, termination of the tenancy agreement, and eviction.

A hearing was scheduled for November 19, 2019, in Yellowknife. AB appeared representing the Applicant. DL appeared as Respondent.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing April 1, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Rental arrears*

The parties agreed that since filing of the application to a rental officer the Respondent had paid accumulated rental arrears in full. The Applicant's representative consequently withdrew their request for an order for payment of rental arrears, and withdrew their request for termination of the tenancy agreement and eviction.

The lease balance statement entered into evidence represents the Landlord's accounting of monthly assessed rents and payments received against the Respondent's rent account. All rents have been subsidized and are currently assessed at \$80 per month. No payments were received in 4 of the last 10 months of the tenancy.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay the rent when due.

#### *Repairs and cleaning*

In accordance with section 3 of the written tenancy agreement, the Respondent was transferred from one rental premises to another on May 7, 2019. Due to delays instigated by the Respondent, possession of the rental premises was not returned to the Applicant until July 25, 2019, when an exit inspection was conducted and photographs were taken documenting the condition of the rental premises.

A tenant damage statement was provided claiming the following for repairs and cleaning:

Cleaning throughout	\$660.00
Removal and disposal of garbage, debris, and items	\$950.97
Patching of walls throughout	\$4,500.00
Replace one exterior door, jamb, and frame	\$1,200.00
Replace parts of radiator cabinets	\$180.00
Replace electrical cover plates	\$110.00
Replace bar and lower shelf in refrigerator	\$300.00
Replace missing light fixtures	\$240.00
Reinstall one interior door	\$60.00
Replace one interior door	\$250.00
Replace two interior door knobs	\$100.00
Replace door stoppers	\$300.00
Replace bathroom towel bar	\$120.00
Replace curtain rods	\$120.00
Replace window screen	\$100.00
Replace damaged baseboard	\$60.00
Subtotal	\$9,250.97
10% Admin Fee	\$925.10
5% GST	\$508.80
<b>Total</b>	<b>\$10,684.87</b>

The tenant damages statement in fact claimed a total balance of \$10,685.15, however, in my review of that statement it appears that the admin fees and GST against landfill disposal fees were miscalculated. The admin fees are usually calculated based on the pre-GST amounts and then the GST is calculated on the subtotal including the admin fees; with respect to the landfill disposal fees, the Applicant appears to have calculated the admin fees on the fees including GST and tried to balance the math by only calculating the GST for the landfill disposal fees on the resulting admin fee amount. That math does not work. The receipts for those fees were not provided to support the Applicant's math or contradict my observation. In the above table the amount of \$950.97 for removal and disposal of garbage, debris, and items includes \$800.32 for the removal of those things plus \$100 for the removal of the Respondent's washing machine plus \$50.65 for the pre-GST landfill disposal fees.

The only claim the Respondent disputed responsibility for was \$100 to replace a window screen. The Respondent testified that all the window screens were undamaged and installed in the windows when she left the rental premises. The Applicant's representative agreed to withdraw that claim. The remainder of the claims for repairs and cleaning were undisputed by the Respondent, who accepted responsibility for them. The adjusted monetary claims are:

Cleaning throughout	\$660.00
Removal and disposal of garbage, debris, and items	\$950.97
Patching of walls throughout	\$4,500.00
Replace one exterior door, jamb, and frame	\$1,200.00
Replace parts of radiator cabinets	\$180.00
Replace electrical cover plates	\$110.00
Replace bar and lower shelf in refrigerator	\$300.00
Replace missing light fixtures	\$240.00
Reinstall one interior door	\$60.00
Replace one interior door	\$250.00
Replace two interior door knobs	\$100.00
Replace door stoppers	\$300.00
Replace bathroom towel bar	\$120.00
Replace curtain rods	\$120.00
Replace damaged baseboard	\$60.00
Subtotal	\$9,150.97
10% Admin Fee	\$915.10
5% GST	\$503.30
<b>Total</b>	<b><u>\$10,569.37</u></b>

I am satisfied the Respondent is responsible for the above claimed damages and uncleanliness at the previous rental premises. I find the Respondent liable to the Applicant for the costs of repairs and cleaning in the amount of \$10,569.37.

#### *Orders*

An order will issue requiring the Respondent to pay future rent on time and requiring the Respondent to pay costs of repairs and cleaning in the amount of \$10,569.37.

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Adelle Guigon  
Rental Officer