

IN THE MATTER between **NTHC**, Applicant, and **JC**, 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**, Rental Officer,

BETWEEN:

**NTHC**

Applicant/Landlord

-and-

**JC**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 15, 2020

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

**Appearances at Hearing:** FE, representing the Applicant

**Date of Decision:** January 15, 2020

### **REASONS FOR DECISION**

An application to a rental officer made by the AHA on behalf of the NTHC as the Applicant/Landlord against JC as the Respondent/Tenant was filed by the Rental Office on October 21, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Aklavik, Northwest Territories. The filed application was deemed served on the Respondent by registered mail on December 24, 2019.

The Applicant claimed that the Respondent had rental arrears and an order was sought for payment of rental arrears.

A hearing was scheduled for November 21, 2019, and re-scheduled to January 15, 2020, at the request of the Applicant. Both parties were provided notice of the hearing. According to the Applicant the respondent had left the community and not provided a forwarding address or contact information. The notice of the hearing was sent to the Respondent by registered mail to their last known address on December 17, 2019. Under subsection 71(5) of the *Residential Tenancies Act* the notice was deemed served on December 24, 2019.

The hearing was scheduled to take place by three-way teleconference. However, technical difficulties meant that this was not possible and the hearing was conducted by telephone. As the Respondent had left the community and had not provided information on their new address or contact information, it was expected that they would not participate in the teleconference. As a result, the hearing proceeded with Rental Officer Janice Laycock and the representative for the Applicant, FE, by telephone alone.

#### *Tenancy agreement*

Evidence was presented establishing a tenancy agreement for market housing beginning on June 5, 2018, and ending when the Applicant became aware that the Respondent had abandoned the rental premises. I am satisfied that a valid tenancy agreement was in place in accordance with the Act and that the tenancy was abandoned by the Respondent on April 29, 2019.

*Rental arrears*

The lease balance statement entered into evidence provides information on charges and payments on the rental account. According to this statement, as of April 29, 2019, when the Respondent abandoned the rental premises, their rent was \$1,220 a month and they owed \$5,906.34 in rental arrears. After their security deposit of \$1,220 and interest of \$0.15 is applied to the rental arrears, the total currently owing is \$4,686.19.

*Tenant damages - cleaning*

When the Respondent abandoned the rental premises they left a variety of personal possessions, including furniture, and did not clean the unit. The Applicant invoiced the Respondent \$419.96 for costs associated with cleaning the unit (including supplies) and to pack up the abandoned property.

As provided for in subsections 64(3) and 64(4) of the *Residential Tenancies Act* (the Act), the Applicant completed an inventory of the property and received permission from a rental officer to sell or dispose of the items. The lease balance statement includes credits totalling \$295 for the proceeds of the sale of the abandoned property. As provided for in the Act, under paragraph 65(2)(a) the Applicant retained that part of the proceeds of the sale to reimburse them for the costs of removing, storing, and selling the property. The remaining balance of \$124.96 is still owing for the cleaning of the rental premises.

*Order*

An order will be issued:

- requiring the Respondent to pay rental arrears in the amount of \$4,686.19 (p. 41(4)(a)); and
- requiring the Respondent to pay for costs of cleaning the unit in the amount of \$124.96 (p. 45(4)(d)).

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Janice Laycock  
Rental Officer