

IN THE MATTER between **NTCSC**, Applicant, and **AG**, 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:

NTCSC

Applicant/Landlord

-and-

AG

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 6, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: GL, representing the Applicant

Date of Decision: February 6, 2020

REASONS FOR DECISION

An application to a rental officer made by NTCSC as the Applicant/Landlord against AG as the Respondent/Tenant was filed by the Rental Office January 7, 2020. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the Respondent January 17, 2020.

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 the rental arrears and payment for the costs of repairs and cleaning.

A hearing was held February 6, 2020, in Yellowknife. GL appeared representing the Applicant. AG was personally served with notice of the hearing January 17, 2020. The Respondent did not appear at the hearing, nor did anyone appear on the Respondent's behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing September 13, 2013. The Respondent vacated the rental premises without giving the Landlord advance written notice, ending the tenancy January 2, 2020. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Rental arrears

The customer balance details report entered into evidence represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. All rents were subsidized based on reported household income and were assessed at \$670 per month. The rent for October 2019 was assessed at \$930 due to the Respondent having an additional occupant residing with him during that period. The rent for October 2019 was not paid in full, and no payments were received for the December 2019 and January 2020 rents. The security deposit of \$652.10 was retained against the accumulated rental arrears.

I am satisfied the customer balance details report accurately reflects the current status of the Respondent's rent account. I find the Respondent has accumulated rental arrears in the amount of \$947.90.

Repairs and cleaning

Smoke alarm responses

Evidence was presented establishing that there had been two incidents causing the smoke alarm to be triggered and requiring the Yellowknife Fire Department to respond. On May 25, 2019, at 2:58 a.m., and on July 21, 2019, at 5:19 a.m., the smoke alarm was triggered when food that had been left cooking on the stove burned. The Respondent had fallen asleep while cooking on both dates.

The Applicant served the Respondent on July 22, 2019, with notice to terminate the tenancy agreement due to the Respondent's actions seriously impairing the safety of other tenants of the residential complex, pursuant to paragraph 54(1)(f) of the Act. The Applicant agreed to withdraw the termination notice after the Respondent provided evidence that he was on medication which makes him drowsy and promised not to live alone while he was taking the medication. The Applicant confirmed at that time that should the City of Yellowknife charge the Applicant for the July 21st incident response it would be charged back to the Respondent.

The City of Yellowknife did notify the Applicant on July 24, 2019, that they would be charged for the July 21, 2019, incident response, and an invoice was subsequently issued on August 9, 2019, in the amount of \$500. On August 13, 2019, the Applicant notified the Respondent of the invoice and the parties agreed to a \$50-per-month payment plan to resolve that debt. Payments of \$50 each were received on September 9, 2020, and November 12, 2020, reducing the balance owing for the incident response charges to \$400.

I am satisfied the Respondent is responsible for causing the smoke alarms to be triggered on May 25, 2019, and July 21, 2019. I am satisfied that the Applicant suffered demonstrable monetary losses as a direct result of the July 21, 2019, incident in the form of the City of Yellowknife's incident response charges invoiced August 9, 2019. I find the Respondent liable to the Applicant for the outstanding balance of the incident response charges in the amount of \$400.

Damages and uncleanliness

A bachelor unit inspection report reflecting the condition of the rental premises at move-in on July 15, 2013, and at move-out on January 2, 2020, was entered into evidence along with 11 photographs taken during the move-out inspection. Those documents supported the Applicant's claim for costs associated with cleaning the rental premises, removing and disposing of garbage, debris, and other items, replacing the locks, and replacing the carpet.

The Respondent had not returned the rental premises in an ordinary state of cleanliness, left food in the cupboards, and left a bedframe, mattresses, and two chairs for disposal. The Applicant claimed \$345 to clean the rental premises.

I am satisfied the Respondent failed to maintain the ordinary cleanliness of the rental premises. I am satisfied the cleaning costs claimed are reasonable.

The Respondent had been issued four keys to the rental premises and residential complex, but only returned two of those keys, necessitating replacement of the locks to ensure the safety and security of the other tenants of the building. The Applicant claimed \$225 to replace the locks.

I am satisfied the Respondent failed to return all the keys to the rental premises and residential complex that were issued to him, and I am satisfied that replacing the locks was a reasonable consequence. I am satisfied the costs claimed to replace the locks are reasonable.

The carpet smelled of smoke from the two previously mentioned incidents. The odour could not be shampooed out, requiring the Applicant to replace the carpet. The Applicant accounted for the depreciated value of the carpets, claiming associated costs in the amount of \$686.14.

I am satisfied the Respondent's actions causing food to burn on the stove resulted in smoke damage to the carpet in the rental premises. I am satisfied the carpets could not be adequately cleaned and that replacing the carpet was a reasonable consequence. I am satisfied the depreciated costs claimed to replace the carpet are reasonable.

I find the Respondent liable to the Applicant for the outstanding incident response charges and the costs of repairing and cleaning the rental premises in the total amount of \$1,656.14.

Orders

An order will issue requiring the Respondent to pay rental arrears in the amount of \$947.90 and requiring the Respondent to pay costs of repairs and cleaning in the amount of \$1,656.14.

Adelle Guigon
Rental Officer