

IN THE MATTER between **NTHC**, Applicant, and **SM**, Respondents.

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-

SM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 11, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: KO, representing the Applicant

Date of Decision: March 25, 2020

REASONS FOR DECISION

An application to a rental officer made by the FSHA on behalf of the NTHC as the Applicant/Landlord against SM as the Respondent/Tenant was filed by the Rental Office on December 4, 2019. An updated application was filed on December 6, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Simpson, Northwest Territories. The filed application was served by registered mail on the Respondent on February 27, 2020.

The Applicant claimed that the Respondents had rental arrears and an order was sought for payment of rental arrears and payment of repairs of tenant damages.

A hearing was scheduled for January 22, 2020, but no one attended the hearing. The hearing was rescheduled for March 11, 2020, at the request of the Applicant. Both parties were provided notice of the rescheduled hearing. The hearing proceeded by three-way teleconference. Janice Laycock, Rental Officer, and KO, representative for the Applicant, appeared. No one appeared representing the Respondent. As the Respondent received notice by registered mail on February 27, 2020, the hearing proceeded in their absence under section 80(2) of the *Residential Tenancies Act* (the Act).

During the hearing additional information was requested from the Applicant and a decision was reserved pending receipt and review of that information. This information included an updated lease balance statement accounting for the security deposit, copy of the back up for the June 2019 call out, copies of the entry and exit inspection reports and, if available, pictures to support claims for cleaning and damages. On March 24th, 2020, the Applicant provided the additional information and proof of service on the Respondent.

Previous orders

Rental Officer Order #16165 issued September 11, 2018:

- rescinded paragraph 1 of Rental Officer Order #10-14764 and required the Respondent to pay rental arrears of \$12,350;
- required the Respondent to pay rent on time in the future;
- terminated the tenancy agreement on December 31, 2018, unless at least \$1,000 was paid towards the rental arrears and the rents for October, November, and December 2018 were paid on time; and
- evicted the Respondent on January 1, 2019, if the termination of the tenancy agreement became effective.

Tenancy agreement

Evidence was presented establishing a tenancy agreement for subsidized public housing beginning March 1, 2013, and continuing month to month. The Applicant testified that because the tenant complied with the conditions set out under Rental Officer Order #16165 the tenancy was not terminated as provided for in that Order and continued month to month until August 21, 2019, when the Applicant became aware that the rental premises had been abandoned.

I am satisfied that a valid tenancy agreement was in place in accordance with the Act. This tenancy agreement was terminated when the tenant abandoned the rental premises on August 21, 2019.

Rental arrears

The lease balance statement entered into evidence provides information on charges and payments on the rental account. According to this statement, at the end of the tenancy the Respondent's subsidized rent was \$365 per month and the Respondent owed rental arrears of \$10,503. Since the previously ordered arrears (Order #16165) the Respondent had made payments totalling \$2,505. These payments reduce the ordered arrears to \$9,845 ($\$12,350 - \$2,505 = \$9,845$).

When the remaining previously ordered arrears (which can still be enforced) are subtracted from the current total owing, the accumulated arrears are now \$658. At the hearing the Applicant testified and later provided an updated lease balance statement showing that the security deposit with interest (\$501.66) had been applied against this balance. This leaves \$156.34 in arrears that have accumulated since the previous order.

I am satisfied the updated lease balance statement printed on March 12, 2020, accurately reflects the current status of the Respondent's rent account. I find the Respondent currently owes \$156.34 in rental arrears. This is in addition to the amount previously ordered.

Tenant damages

The Applicant claimed \$100 in charges related to two call-outs for staff to open the door at the request of the Tenant. These were dated March 21, 2019, and June 29, 2019. Documentation of the call-outs was provided supporting these claims.

The Applicant also provided as evidence a copy of an invoice for \$193.95 and a related work order to “repair hole in wall by interior door”. Copies of the entry and exit inspection report as well as a photo of the damages were provided after the hearing to support this charge.

Under subsection 42(2) of the Act a Tenant is responsible for repairing any damages to the rental premises. I am satisfied based on the evidence provided during and after the hearing that the Respondent is responsible for breach of this section and must pay the Applicant for costs related to the repair of tenant damages totalling \$293.95.

Cleaning

The Applicant also provided a copy of an invoice for \$1,112.50 and related work order for cleaning services. The Applicant testified that the rental premises required extensive cleaning. Copies of the entry and exit inspection report as well as photos of the condition of the unit were provided after the hearing to support this claim.

Under subsection 45(2) of the Act the Tenant is responsible for keeping the rental premises in a “state of ordinary cleanliness”. I am satisfied based on the evidence provided that the Respondent breached this obligation. I find that under paragraph 45(4)(c) the Respondent must compensate the Applicant for the costs associated with cleaning totalling \$1,112.50.

Orders

An order will be issued:

- requiring the Respondent to pay rental arrears in the amount of \$156.34 (p. 41(4)(a));
- requiring the Respondent to pay costs of repairs of tenant damages in the amount of \$293.95 (p. 42(3)(e)); and
- requiring the Respondent to pay costs for cleaning in the amount of \$1,112.50 (p. 45(4)(c)).

Janice Laycock
Rental Officer