

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

LI

Respondent/Tenants

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 19, 2020

REASONS FOR DECISION

An application to a rental officer made by the FSHA on behalf of the NTHC as the Applicant/Landlord against LI as the Respondent/Tenant was filed by the Rental Office on December 5, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Simpson, Northwest Territories. The filed application was sent to the Respondent by registered mail deemed served on February 3, 2020.

The Applicant claimed the Respondents had rental arrears and an order was sought for payment of rental arrears. An addendum to the application requesting costs to repair tenant damages and cleaning was received by the Rental Office on March 6, 2020.

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 deemed served on March 2, 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 and a decision was reserved pending receipt and review of that information. This information included an updated lease balance statement, copy of the tenancy agreement with the Respondent alone, copies of the entry and exit inspection reports, and if available, pictures to support claims for damages and cleaning/packing. On March 16, 2020, the Applicant provided additional information and proof of their attempt to serve the Respondent with these documents by registered mail.

Tenancy agreement

A copy of the sole tenancy agreement with the Respondent was provided as requested at the hearing. This agreement is for subsidized public housing beginning August 1, 2018, and continuing month to month until June 28, 2019, when the Applicant became aware that the Respondent had abandoned the rental premises. Although the current tenancy agreement is not signed by the Respondent I am satisfied, based on the testimony of the Applicant and the lease balance statement showing rental payments made, that an agreement did exist for this period. I am satisfied that a valid tenancy agreement was in place in accordance with the Act. The tenancy agreement was terminated on June 28, 2019, when the Respondent abandoned the rental premises.

Rental arrears

The lease balance statement entered into evidence provides information on charges and payments on the rental account. According to the updated statement printed on March 12, 2020, provided after the hearing, at the end of the tenancy the Respondent's subsidized rent was \$400 and the Respondent owed rental arrears of \$1,773. This includes an opening balance of \$184 from a previous joint tenancy (lease 4934). As the current application is against the Respondent alone, the previous balance is not part of this application. Once the opening balance of \$184 is deducted, the current rental arrears for this tenancy are \$1,589.

At the hearing the Applicant testified that they had applied the security deposit against the arrears. The updated statement shows that the security deposit with interest was \$518.10 and when this is deducted, total rental arrears are now \$1,070.

I am satisfied the updated lease balance statement printed March 12, 2020, accurately reflects the current status of the Respondent's rent account. I find the Respondent currently owes \$1,070 in rental arrears.

Tenant damages

The Applicant claimed tenant damages totalling \$235.29. This includes \$156.86 for two workers to take a fridge with rotten food in it to the dump and \$78.43 to change the locks after the tenant abandoned the unit. Copies of the work orders were provided to support these claims. The entry and exit inspection reports were requested at the hearing, however, only the entry inspection report was provided and was not helpful in documenting these damages.

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 that the Respondent is responsible for breaching this section and must compensate the Landlord for their loss. I find that the Respondent must compensate the Applicant for costs related to tenant damages totalling \$235.29.

Cleaning and packing

The Applicant also provided a copy of a work order for "Cleaning Services - Pack, itemize the tenants belonging in the unit". This work order is for 36.5 hours totalling \$1,236.24 for three workers to inventory, pack, and clean the unit. The Applicant testified that when the Respondent abandoned the rental premises he left a large number of household items including food, dishes, pots and other kitchen equipment, a deep freeze, tv, and various pieces of furniture. A list of the items was included with the Application and a number of photos documenting the items abandoned in the unit were provided after the hearing to support this claim.

The Applicant testified that after the items were packed up, a number of attempts were made to contact the Respondent. An opportunity was provided for the Respondent to pick up their possessions. When the Respondent did not show up to claim their possessions a relative agreed to store them.

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 by not cleaning the unit and abandoning their possessions in the unit. I find that under paragraph 45(4)(c) the Respondent must pay the Applicant for the costs associated cleaning and packing totalling \$1,236.24.

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 for repair of tenant damages in the amount of \$235.29 (p.42(3)(e)); and
- requiring the Respondent to pay costs for cleaning the unit and packing up abandoned property in the amount of \$1,236.24 (p. 45(4)(c)).

Janice Laycock
Rental Officer