

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

**VF**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 26, 2020

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

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

**Date of Decision:** March 26, 2020

### **REASONS FOR DECISION**

An application to a rental officer made by THA on behalf of the NTHC as the Applicant/Landlord against VF as the Respondent/Tenant was filed by the Rental Office September 27, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Tulita, Northwest Territories. The filed application was sent to the Respondent by registered mail deemed served December 4, 2019, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The Applicant alleged the Respondent had caused damages to the rental premises, had left the rental premises in an unclean condition, and had failed to pay the associated costs of repairs and cleaning in a timely manner. An order was sought for the payment of costs for repairs and cleaning.

A hearing scheduled for November 6, 2019, was cancelled due to the Respondent not yet having been served with the filed application and notice of hearing. A hearing scheduled for February 5, 2020, was adjourned *sine die* due to the failure of both parties to appear at the hearing. The hearing was re-scheduled to and held March 26, 2020, by three-way teleconference. DY appeared representing the Applicant. VF was served notice of the hearing by registered mail signed for March 12, 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 Act.

#### *Tenancy agreement*

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing December 9, 2016. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Cleaning*

In October 2017 the Respondent transferred from one unit to another under the existing tenancy agreement and pursuant to paragraph 3 of the written tenancy agreement. The exit inspection was completed on October 31, 2017, and documented the uncleanliness of the rental premises. The Respondent was subsequently invoiced on February 9, 2018, for cleaning costs in the amount of \$1,553.75. No subsequent attempts were made to compel the Respondent to pay the cleaning invoice. No previous applications to a rental officer were made seeking payment of the outstanding invoice. No payments have been made by the Respondent against the invoiced costs of cleaning.

### *Damages*

In August 2018 the Respondent caused a fire alarm to activate when he passed out while cooking. The Fire Department responded and had to kick in the door to gain access when the Respondent did not respond. The Respondent was invoiced on August 27, 2018, for the temporary securing of the door in the amount of \$347.76, and then was invoiced on September 5, 2018, for the replacement of the door in the amount of \$620.23. No subsequent attempts were made to compel the Respondent to pay the cleaning invoice. No previous applications to a rental officer were made seeking payment of the outstanding invoice. No payments have been made by the Respondent against the invoiced costs of repairs.

### *Exceeding time limit for making application*

Subsection 68(1) of the Act states that an application to a rental officer must be made within six months after the situation referred to in the application arose. Subsection 68(3) of the Act provides for the Rental Officer to grant an extension to the time for making an application where the Rental Officer is of the opinion that it would not be unfair to do so.

The uncleanliness issue arose approximately two years before the application to a rental officer was made. The damages issue arose just over a year before the application to a rental officer was made. No efforts were made by the Applicant during those periods to approach the Respondent and attempt to resolve the claimed debts. To my mind, the Applicant's lack of action fails to provide reasonable justification for granting an extension to the time for making this application. In my opinion, it would not be fair to grant that extension. Consequently, the claims are denied as exceeding the six-month time limitation for making an application.

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Adelle Guigon  
Rental Officer