

IN THE MATTER between **NTHC**, Applicant, and **TC**, 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 **Hal Logsdon**, Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

TC

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 16, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MU, representing the Applicant

Date of Decision: June 16, 2020

REASONS FOR DECISION

The Respondent was served with the filed application to a rental officer and a notice of attendance sent by registered mail. There was no confirmation of delivery, but a notice was left at the Respondent's address informing him when and where to pick up the item. The Applicant stated that, to her knowledge, the Respondent continues to reside in the community. In my opinion it is reasonable to deem the notice and application served pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The monthly tenancy agreement between the parties was made in writing and commenced on July 1, 2014. A security deposit of \$700 was paid in full. The tenancy agreement is for subsidized public housing. The parties conducted an entry inspection of the premises and signed a written inspection report indicating the premises were clean and in good condition. A copy of the entry inspection report was provided in evidence.

Rental Officer Order #16320 issued January 10, 2019, ordered the Respondent to pay the Applicant rent arrears of \$2,555 and terminated the tenancy agreement on April 30, 2019, unless the rent arrears were paid in full and the rents for February, March, and April 2019 were paid on time. An eviction order was issued to be effective on May 1, 2019, unless the conditions were met.

The Applicant testified that the previous order was not satisfied and the Respondent was evicted on October 10, 2019. The Applicant sought an order for additional rent arrears and costs for repairs and cleaning.

The Applicant conducted an exit inspection of the premises on October 14, 2019. The Applicant testified that the Respondent was notified of the inspection but failed to attend. An exit inspection report was completed by the Applicant. The report indicated significant damage and uncleanliness to the premises. Photographs of the damages and uncleanliness were included with the application.

There is no evidence that a statement of the security deposit was completed in accordance with section 18 of the Act, but the \$700 security deposit and accrued interest of \$1.61 was applied as a credit to the rent account and is noted on the lease balance statement. The lease balance statement provided in evidence by the Applicant indicates a balance of rent owing of \$7,381.39. The October 2019 rent was prorated to the date of eviction.

The Applicant provided ten work orders covering repairs of alleged damages to the premises, one work order detailing cleaning of the unit, and one work order for the removal of personal items left in the premises. The total cost of the work outlined on the work orders is \$12,184.22.

This tenancy ended on April 30, 2019, by order of a Rental Officer. The application was received almost a year later on April 20, 2020. However, the Applicant agreed to give the Respondent a “last chance” to pay the arrears and did not gain possession of the premises until October 10, 2019. The significant damages appear to have prevented the Applicant from completing all the repairs in order to file the application before the time limitation of six months set out in section 68 of the Act. In my opinion, given the circumstances, it is not unreasonable to extend this limitation and determine this matter.

Rent arrears

I am satisfied the lease balance statement is in order and I find the Respondent has accumulated rent arrears of \$7,381.39 after crediting the retained security deposit. Taking into consideration the previous Rental Officer order remains enforceable, an order shall issue requiring the Respondent to pay the rental arrears accumulated since the last Rental Officer order was issued in the amount of \$4,826.39.

Rent arrears as per ledger	\$7,381.39
Less previous order	<u>(2,555.00)</u>
Order	\$4,826.39

Repair costs/cleaning

The photographic evidence and inspection reports indicate that the premises were left in a very untidy and unclean state. I find the claimed cleaning costs to be reasonable.

The evidence also shows extensive damage to walls that required significant patching and painting. As well, two windows and doors were broken. Trim and moulding had to be replaced and screens repaired. Both the refrigerator and stove required replacement.

There was a significant amount of personal property left on the premises. The Applicant itemized the goods and removed them from the premises, later returning them to the Respondent. The Applicant incurred costs of \$713.76 to remove and store the abandoned personal property. The Applicant failed to collect this cost from the Respondent prior to the return of the personal property and now seeks this relief.

Sections 64 and 65 of the *Residential Tenancies Act* set out procedures for dealing with abandoned personal property, the recovery of removal and storage costs, and disposal. In this matter, the Applicant could have recovered their costs by demanding payment from the Tenant prior to releasing the property to them. There is no remedy to provide this relief through an order. The relief is denied.

I find the repair and cleaning costs reasonable. Deducting the removal and storage costs from the total of all twelve work orders, I find a balance of repairs and cleaning costs owed to the Applicant of \$11,470.46.

Orders

An order shall issue requiring the Respondent to pay the Applicant rent arrears of \$4,826.39, and requiring the Respondent to pay the Applicant repairs and cleaning costs of \$11,470.46.

Hal Logsdon
Rental Officer