

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

**DS**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** September 2, 2020

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

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

**Date of Decision:** September 2, 2020

### **REASONS FOR DECISION**

An application to a rental officer made by HRHA on behalf of the NTHC as the Applicant/Landlord against DS as the Respondent/Tenant was filed by the Rental Office July 24, 2020. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was sent to the Respondent by registered mail to her last known address and deemed served August 11, 2020, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The Applicant alleged the Respondent had accumulated overholding rental arrears, had failed to pay an after-hours call-out charge, 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, payment of the call-out charge, and payment of the costs for repairs and cleaning.

A hearing was held September 2, 2020, by three-way teleconference. AS appeared representing the Applicant. DS was served notice of the hearing by email deemed received August 16, 2020, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations). 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 March 15, 2019. The tenancy ended by order of the Rental Officer January 31, 2020, but the Tenant did not vacate the rental premises until June 15, 2020. I am satisfied a valid tenancy agreement was in place in accordance with the Act and that the Tenant was an overholding Tenant from February 1, 2020, to June 15, 2020.

#### *Previous order*

Rental Officer Order Number 16707 issued October 30, 2020, ordered the Tenant to comply with her obligation not to cause disturbances and not to breach that obligation again; terminated the tenancy agreement January 31, 2020, unless no further disturbances verified as being caused by the Tenant or her guests were reported to the Landlord; and ordered eviction February 1, 2020, if the termination of the tenancy agreement became effective.

The Applicant provided evidence establishing that the Tenant failed to comply with the condition not to cause further disturbances rendering the termination of the tenancy agreement effective on January 31, 2020. The Tenant was notified of the effective termination and the additional consequence that it rendered her ineligible for rent subsidies beyond that date. The Landlord chose not to execute the eviction order immediately when the Tenant offered promises and assurances that she was working on vacating the rental premises.

#### *Rental arrears*

The lease balance statement entered into evidence represents the Landlord's accounting of monthly rent and payments received against the rent account. All rents up to and including January 2020 were subsidized and last assessed at \$80 per month. The rents for February through June 2020 were unsubsidized and charged at the maximum economic rent of \$1,625 per month due to the Tenant no longer being eligible for rent subsidies. The last payment received on the rent account was recorded on April 1, 2020, in the amount of \$80. A security deposit of \$1,200.74 was retained by the Landlord against the accumulated rental arrears at the end of the tenancy.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondent has accumulated rental arrears in the amount of \$7,152. After applying the security deposit to the rental arrears, the remaining balance owing is \$5,951.26.

#### *Disturbances*

The Applicant provided a call-out work order from August 24, 2019, indicating the Respondent had lost her keys and called for assistance to access the residential complex and rental premises at 9:40 p.m. The Respondent did not pay the resulting after-hours call-out charge of \$52.50.

I am satisfied that the after-hours call-out constituted a disturbance to the Landlord's enjoyment or possession of the rental premises and resulted in overtime costs for the on-call maintenance personnel to attend to the Tenant's request. I am satisfied that the charge for the service is reasonable. I find the Respondent liable to the Applicant for the after-hours call-out charge in the amount of \$52.50.

### *Repairs and cleaning*

The Applicant provided the entry and exit inspection reports, work orders, and invoices supporting their claims for the following costs of repairs and cleaning:

Lock change	\$27.83
Removing items from walls throughout	\$27.83
Repairing holes in walls throughout	\$27.83
Repairing one damaged interior door	\$27.83
Replacing one light bulb	\$36.21
Replacing one broken window	\$447.73
Repairing one window screen	\$61.85
<b>Total</b>	<b>\$657.11</b>

I am satisfied the Respondent is responsible for all the above referenced damages and uncleanliness. I find the Respondent liable to the Applicant for the costs of repairs and cleaning in the amount of \$657.11.

### *Orders*

An order will issue:

- requiring the Respondent to pay rental arrears and after-hours call-out charges in the total amount of \$6,003.76 (p. 67(4), p. 43(3)(c)); and
- requiring the Respondent to pay costs of repairs and cleaning in the amount of \$657.11 (p. 42(3)(e); p. 45(4)(d)).

---

Adelle Guigon  
Rental Officer