

IN THE MATTER between **NTHC**, Applicant, and **DM**, 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 **Janice Laycock**, Rental Officer,

BETWEEN:

**NTHC**

Applicant/Landlord

-and-

**DM**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:**           **October 21, 2020**

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

**Appearances at Hearing:**   **Adam Swanson, representing the Applicant**  
   **DM, Respondent**  
   **SL, for the Respondent**

**Date of Decision:**           **October 21, 2020**

### **REASONS FOR DECISION**

An application to a rental officer made by the HRHA on behalf of the NTHC as the Applicant/Landlord against DM as the Respondent/Tenant was filed by the Rental Office September 11, 2020. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was served on the Respondent by registered mail signed for on September 24, 2020.

The Applicant alleged the Respondent had accumulated rental arrears and left damages when they vacated the rental premises. An order was sought for payment of the rental arrears and tenant damages.

A hearing was held October 21, 2020, by three-way teleconference. Adam Swanson appeared representing the Applicant. DM appeared as Respondent with SL appearing on the Respondent's behalf.

#### *Previous Order*

Rental Officer Order #16630 dated September 13, 2019, ordered:

1. Payment of rental arrears of \$5,500;
2. Termination of the tenancy agreement on September 30, 2019;
3. Eviction from the rental premises #15, 942 Mackenzie Highway, Hay River, NT on or after October 1, 2019; and
4. Compensation for use and occupation of the rental premises at a rate of \$36.49 for each day the Respondent remains in the rental premises after September 30, 2019, to a maximum of \$1,110 per month.

#### *Tenancy agreement*

Evidence was presented establishing a tenancy agreement between the parties for market housing commencing on April 10, 2019. According to the evidence and testimony of the Applicant the tenancy was terminated on September 30, 2019, under the authority of Rental Officer Order #16630. The Respondent vacated the rental premises on July 14, 2020, when they moved into subsidized public housing.

I am satisfied that a valid tenancy agreement was in place and that the tenancy was terminated on September 30, 2019, in accordance with the *Residential Tenancies Act* (the Act) and Rental Officer Order #16630.

*Rental arrears*

The lease balance statement provided as evidence represents the Landlord's accounting of monthly assessed rents and payments received against the Respondent's rent account. The rent for this unit was \$1,110 per month.

Under the Rental Officer Order #16630, rental arrears totalling \$5,550 as well as compensation for use and occupation were ordered paid by the Respondent. According to the evidence and testimony of the Applicant, in addition to the rental arrears previously ordered totalling \$5,550, the Respondent owed an additional \$10,491 for use and occupation after the tenancy was terminated on September 30, 2019, until they vacated the rental premises on July 14, 2020. According to the lease balance statement provided in the application, payments totalling \$9,567.70 were made. At the hearing the Applicant testified that a further \$200 had been paid since the lease balance statement was provided, bringing the total payments to \$9,767.70 and leaving \$6,273.30 owing on the previously ordered amounts.

According to the lease balance statement, the Respondent paid their security deposit of \$1,110 over a series of payments. The Applicant calculated the interest to be sixty-two cents, and I find this in accordance with the Act and the *Residential Tenancies Regulations* (the Regulations). Once the security deposit and interest is applied against the arrears, a total of \$5,162.68 remains owing under the previously ordered amounts. As Rental Officer Order #16630 can still be enforced no further order will be issued for these arrears.

*Tenant damages and cleaning*

The Applicant provided evidence, including the entry and exit inspection reports, that the fan in the bathroom had been damaged and further cleaning of the rental premises was required after the Respondent vacated. An invoice was provided showing the breakdown (including GST) to replace the fan of \$136.50 and to do further cleaning of \$84, for a total of \$220.50.

Based on the evidence, I am satisfied the Respondent is responsible for the damages to the fan, as well as for further cleaning of the rental premises, and owes the Applicant a total of \$220.50.

At the hearing there was testimony about the circumstances of the Respondent, including that they had suffered an accident and were physically disabled and unable to work. The Applicant testified that they were working with the Respondent, understood their circumstances and limited ability to pay, and a payment plan had been worked out for the arrears. After discussion with the Respondent, it was agreed that the payment plan could be adjusted to cover tenant damages and cleaning costs.

*Orders*

An order will be issued requiring the Respondent to pay for costs of repairs and cleaning in the amount of \$220.50 (p. 42(3)(e), p. 45(4)(d)).

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Janice Laycock  
Rental Officer