

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

**DMJ**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 18, 2020

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

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

**Date of Decision:** November 18, 2020

### **REASONS FOR DECISION**

An application to a rental officer made by FSHA on behalf of the NTHC as the Applicant/Landlord against DMJ as the Respondent/Tenant was filed by the Rental Office March 6, 2020. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was served on the Respondent by registered mail signed for August 28, 2020.

The Applicant alleged the Respondent had repeatedly failed to pay rent in full when due, had accumulated rental arrears, and had failed to pay for yard cleaning costs. An addendum to the application that was received at the Rental Office October 14, 2020, and served on the Respondent by registered mail delivered November 2, 2020, alleged the Respondent had caused damages to the rental premises and had left the rental premises in an unclean condition. An order was sought for payment of outstanding costs for repairs and cleaning.

This application was filed when the COVID-19 pandemic began and restrictions were imposed before the matter could be scheduled for hearing. The Applicant was contacted at that time and requested that the matter not be scheduled for hearing until they notified the Rental Officer that they were in a position to proceed. The Rental Office was notified on July 31, 2020, that the Applicant was ready to proceed with this matter.

A hearing was started on September 10, 2020, by three-way teleconference. DH appeared representing the Applicant. DMJ appeared as Respondent. The Applicant's representative requested a further adjournment in order to better prepare an addendum to the application to include information related to claims arising from the exit inspection. The Respondent agreed to the adjournment. The hearing was adjourned *sine die* pending receipt of the addendum and proof of service of the addendum on the Respondent.

The hearing was held November 18, 2020, by three-way teleconference. AH appeared representing the Applicant. DMJ was served notice of the hearing by registered mail delivered November 2, 2020. The Respondent did not appear at this 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 *Residential Tenancies Act* (the Act).

### *Tenancy agreement*

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing June 22, 2016. The tenancy ended May 6, 2020, when the Respondent vacated the rental premises. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

### *Rental arrears*

The lease balance statement entered into evidence represents the Landlord's accounting of monthly subsidized rents and payment received against the Respondent's rent account. The monthly subsidized rent was assessed at \$80 per month. No payments were received in 8 of the last 12 months of the tenancy.

The rental arrears accumulated as of the last day of the tenancy amounted to \$335. The security deposit of \$1,002.27 was retained against the rental arrears, resulting in a remaining security deposit credit of \$667.27.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondent had accumulated rental arrears in the amount of \$335, and I find that the rental arrears were appropriately accounted for by the retention of the security deposit.

### *Yard cleaning*

Evidence was presented establishing that during the summer of 2019 the Respondent had failed to adequately maintain the yard to the rental premises. The Applicant effected the necessary grounds maintenance in August 2019 and invoiced the Respondent \$80 for the service. According to the lease balance statement, the Respondent made one payment of \$20 against the yard cleaning costs on January 20, 2020.

I am satisfied the Respondent failed to comply with his obligation to maintain the yard in an ordinary state of cleanliness. I find the Respondent liable for the outstanding balance of \$60 for the resulting grounds maintenance.

### *Lock change*

In early March 2020 the Applicant had received notice suggesting the Respondent had moved out of the rental premises. The Applicant's maintenance personnel attended the premises and had reason to assume it had been abandoned. They placed a notice of abandonment on the door requesting the Respondent to attend the Applicant's office, and changed the locks in order to secure the premises against unauthorized entry. The Respondent attended the office three days later requesting the new keys, indicating that he was in the processing of removing his belongings over time and intended to return possession of the rental premises to the Applicant in due course. Replacement keys were provided to the Respondent, who did not fully vacate the rental premises until May 6, 2020.

The Respondent was charged \$151.90 for the lock replacement, which the Applicant submitted was a valid charge given that if the Respondent had notified the Applicant of his intentions they would not have had reason to believe he had abandoned the premises and would not have been compelled to change the locks. I agree with this explanation, and I find the Respondent liable to the Applicant for the costs of replacing the locks in the amount of \$151.90.

### *Repairs and cleaning*

The Applicant submitted entry and exit inspection reports, work orders, and invoices in support of the following claims for repairs and cleaning:

Repairing holes in walls	\$456.00
Replace 2 bi-fold closet doors	\$288.60
Repair kitchen cupboard doors and drawers	\$456.00
Removal and disposal of items and debris from interior and exterior of property	\$758.50
<b>Total</b>	<b><u>\$1,959.10</u></b>

All of the claims except for the closet doors have been made out as the Respondent's responsibility.

The entry and exit inspection reports make no reference to the closets in the rental premises except to recognize them as being in good condition. The Applicant's representative agreed and acknowledged that the closet doors should not have been claimed. She acknowledged that the hardware for bi-fold closet doors are notorious for being ineffective, often coming apart and resulting in the closet door itself falling off the tracks. It seems likely that was the case here, and that the maintenance personnel compiling the claim inadvertently included the bi-fold doors when they perhaps meant to include a charge for repairing or replacing the one bedroom door that was documented as being damaged. The Applicant's representative did not dispute the denial of the claims related to the bi-fold closet doors.

I am satisfied the Respondent is responsible for the end-of-tenancy repairs and cleaning as follows:

Repairing holes in walls	\$456.00
Repair kitchen cupboard doors and drawers	\$456.00
Removal and disposal of items and debris from interior and exterior of property	\$758.50
<b>Total</b>	<b><u>\$1,670.50</u></b>

I find the Respondent liable for the costs of yard maintenance, lock change, and repairs and cleaning in the total amount of \$1,882.40. After applying the security deposit credit of \$667.27, the remaining balance for repairs and cleaning owed to the Applicant is \$1,215.13.

*Order*

An order will issue requiring the Respondent to pay the costs of repairs and cleaning in the amount of \$1,215.13.

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Adelle Guigon  
Rental Officer