

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

WB

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 22, 2020
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	PS, representing the Applicant
<u>Date of Decision:</u>	December 22, 2020

REASONS FOR DECISION

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The Applicant alleged the Respondent had accumulated rental arrears, 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 and payment of costs for repairs and cleaning.

A hearing was held December 22, 2020, by three-way teleconference. PS appeared representing the Applicant. WB was served notice of the hearing by registered mail signed for December 14, 2020, and by email deemed received December 15, 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 *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing July 28, 2017. The tenancy ended November 30, 2020, when the Respondent abandoned the rental premises. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Previous order

Rental Officer Order #16727 issued November 19, 2019, ordered the Respondent to pay costs of repairs and cleaning of \$547.71 from a previous rental premises the Respondent was transferred from under the existing tenancy agreement. At the end of the tenancy in November 2020, the Respondent had paid a portion of the ordered amount, reducing the balance owing to \$358.12.

Rental arrears and security deposit

The lease balance statement represents the Landlord's accounting of monthly assessed rents and payments received against the rent account. All rents were subsidized and last assessed at \$160 per month. The last payment received against the rent account was recorded October 18, 2019, in the amount of \$160.

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 \$1,200. That amount represents approximately 10 months' subsidized rent.

The Applicant retained the security deposit, including interest, of \$1,627.59 against the rental arrears of \$1,200 and the remaining balance owing under Rental Officer Order #16727 of \$358.12, resulting in a remaining security deposit credit of \$69.47.

Repairs and cleaning

The entry and exit inspection reports, photographs, and a tenant damage statement were provided in support of the Applicant's claims for costs of repairs and cleaning as follows:

Removal and disposal of items, garbage, and debris	\$492.51
Cleaning throughout	\$650.00
Repairing walls and ceilings	\$780.00
Repairing "gap b/w door frame and wall" in Master Bedroom	\$60.00
Replacing broken electrical plate cover	\$10.00
Replacing burned out light bulbs	\$10.00
Replacing one window screen	\$60.00
Sub-total	\$2,062.51
10% Admin Fee	\$206.25
5% GST	\$113.44
Total	\$2,382.20
Less security deposit credit	\$69.47
Remaining balance	\$2,312.73

Two of the above referenced claims were denied: repairing the gap in the door frame and replacing the window screen.

Gap in the door frame

The referenced gap was shown in the provided photographs as the bedroom door trim pulling away from the wall on two sides (top and hinge side). There does not appear to be any force involved in the separation to suggest the Tenant did anything to cause the separation.

Additionally, there is documented evidence of shifting or structural issues elsewhere in the premises which plausibly could have contributed to the pulling away of the door trim in the bedroom. I am not satisfied that there is sufficient evidence to conclude that the door trim “gap” was caused as a result of the Tenant’s wilful or negligent actions.

Window screen

The Applicant claimed costs to replace one bedroom window screen. The entry inspection report documented the bedroom window screen was “out” when the Tenant moved in. The exit inspection report documents the bedroom window screen as “missing” at the end of the tenancy, but the tenant damages statement noted the bedroom window screen was “out - left at front entrance closet”. The photographs of the front entrance closet confirm the presence of a window screen on the top shelf.

Clearly the window screen for the bedroom was not missing, and it is more likely than not that the window screen had been and remained in the front entry closet since the Tenant moved into the rental premises. The Applicant could not confirm that the window screen was damaged, and even if it was it would likely have been damaged since before the Tenant moved into the rental premises. At any rate, I am not satisfied either that the window screen was missing, nor am I satisfied that it was damaged, and therefore the Tenant is not responsible for the costs of replacing the window screen.

The remaining claims were made out as damages and uncleanliness for which the Respondent is responsible, and the costs claimed for those things appear reasonable. The allowed costs are as follows:

Removal and disposal of items, garbage, and debris	\$492.51
Cleaning throughout	\$650.00
Repairing walls and ceilings	\$780.00
Replacing broken electrical plate cover	\$10.00
Replacing burned out light bulbs	\$10.00
Sub-total	\$1,942.51
10% Admin Fee	\$194.25
5% GST	\$106.84
Total	\$2,243.60
Less security deposit credit	\$69.47
Remaining balance	<u>\$2,174.13</u>

Order

An order will issue requiring the Respondent to pay costs of repairs and cleaning in the amount of \$2,174.13.

Adelle Guigon
Rental Officer

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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 \$1,200. That amount represents approximately 10 months' subsidized rent.

The Applicant retained the security deposit, including interest, of \$1,627.59 against the rental arrears of \$1,200 and the remaining balance owing under Rental Officer Order #16727 of \$358.12, resulting in a remaining security deposit credit of \$69.47.

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