

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

**MN**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 13, 2021

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

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

**Date of Decision:** January 28, 2021

### **REASONS FOR DECISION**

An application to a rental officer made by the FSHA on behalf of the NTHC as the Applicant/Landlord against MN as the Respondent/Tenant was filed by the Rental Office November 2, 2020. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was sent to the Respondent by registered mail, served on December 18, 2020.

The Applicant claimed that at the end of their tenancy the Respondent had rental arrears and was responsible for tenant damages. An order was sought for payment of rental arrears and payment of costs for repairs.

A hearing was scheduled for December 1, 2020, but was cancelled because the Applicant had not provided proof of service on the Respondent. The application was served by the Applicant on the Respondent on December 18, 2020. The hearing was rescheduled for January 13, 2021, and the parties were served with notice of the rescheduled hearing date.

The hearing proceeded on January 13, 2021, by three-way teleconference. DH attended the hearing representing the Applicant. No one appeared for the Respondent. As the Respondent failed to appear at the hearing after receiving sufficient notice, the hearing proceeded in their absence under Section 80(2) of the *Residential Tenancies Act* (the Act).

At the hearing I asked the Applicant why they had not filed an application with the Rental Office earlier, as the breaches occurred in 2019 or early in 2020. Under subsection 68(1) of the Act an application to a rental officer must be made within six months after the breach of an obligation occurred. The Applicant testified that they were delayed in making an application because of the COVID-19 restrictions on the operations of their office.

At the hearing I reserved my decision pending receipt of further information from the Applicant:

- copies of work orders
- copy of the entry inspection report
- confirmation that the Respondent was provided the additional information.

This information was provided to the Rental Office January 14, 2021, and proof that the Respondent was served with the additional information on January 21, 2021.

### *Tenancy agreement*

Evidence was provided establishing a tenancy agreement between the parties for subsidized public housing commencing on October 13, 2017, and continuing month to month. This tenancy agreement was terminated in December 2019 after the Respondent vacated the rental premises without notice. I am satisfied a valid tenancy agreement was in place in accordance with the Act and that this tenancy agreement was terminated when the tenant abandoned the rental premises.

### *Security deposit*

According to the lease balance statement and the testimony of the Applicant, the Respondent paid a security deposit of \$1,000 in three installments: \$500 paid October 13, 2017; \$250 paid November 10, 2017; and \$250 paid January 5, 2018. They also paid a pet security deposit of \$405 on October 13, 2017.

The Applicant provided evidence after the hearing that the \$405 pet security deposit had been returned to the Respondent on February 22, 2018. According to the lease balance statement and the testimony of the Applicant, the security deposit of \$1,000 had earned interest of \$1.43. Based on my own estimate of the interest earned on the pet deposit and the security deposit, I believe that \$1.43 is a fair estimate. A portion of the security deposit with interest earned had been retained against the Respondent's rental arrears of \$353, and the remaining balance of \$648.43 was applied against an early estimate of the costs to repair the damages.

### *Rental arrears*

According to the updated lease balance statement, at the end of the tenancy the Respondent's subsidized rent was \$365 per month, and the Applicant charged a pro-rated amount of \$353 for January 1<sup>st</sup> to 30<sup>th</sup>.

I am satisfied that the lease balance statement accurately reflects the current status of the Respondent's rent account. As the Respondent did not provide notice of their intention to terminate their tenancy, I am satisfied the Applicant was justified in claiming rent for January 2020. I find that the Respondent owed \$353 in rent for January 2020, against which the security deposit was appropriately retained.

### *Tenant damages*

According to the evidence and testimony of the Applicant, the Respondent is responsible for damages costing \$1,087.09 to repair, as follows:

- \$62.77 - Replace missing curtain rods - documented in pictures and work order;
- \$478.00 - Replace missing storm door, labour and materials - documented in pictures, inspection report, and work order;
- \$121.65 - Replace missing interior door from bedroom, labour and materials - documented in pictures, inspection report, and work order; and
- \$424.67 - Replace broken front window, labour and materials - documented in pictures (at hearing and provided after hearing), inspection report, and work order.

The Applicant testified that the Respondent came into the office on December 18, 2020, to dispute two of the invoices on her file, saying that a hole in the ceiling and broken window were like that when she moved in. The Applicant checked the entry inspection report and confirmed that the hole in the ceiling existed when the tenant moved in and the associated charge of \$28.50 was removed from the claim. The entry inspection report, signed by the Respondent, does not include any reference to damages to the front picture window, suggesting the damages occurred during the tenancy. This charge remained on the Respondent's account.

Based on the entry and exit inspection reports, the pictures, work orders, and the testimony of the Applicant, I am satisfied that the damages were caused by the Respondent or someone they allowed into the rental premises, and the costs for repair are reasonable. I find that the Respondent owes a total of \$1,087.09 for costs of repairs. When the remaining security deposit credit of \$648.43 is applied against the costs of repairs, I find that the Respondent is liable for the remaining balance of costs for repairs in the amount of \$438.66.

### *Orders*

An order will be issued requiring the Respondent to pay costs of repairs totalling \$438.66 (p. 42(3)(e)).

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Janice Laycock  
Rental Officer