

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

BC

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 20, 2021
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	PS, representing the Applicant
<u>Date of Decision:</u>	February 5, 2021

REASONS FOR DECISION

An application to a rental officer made by the YHA on behalf of the NTHC as the Applicant/Landlord against BC as the Respondent/Tenant was filed by the Rental Office December 1, 2020. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was deemed served on the Respondent on December 18, 2020, by registered mail.

The Applicant claimed that at the end of the tenancy the Respondent had accumulated rental arrears and had caused damages to the rental premises. An order was sought for payment of the rental arrears and costs of repairs.

A hearing was held on January 20, 2021, by three-way teleconference. PS appeared representing the Applicant. No one appeared for the Respondent. The hearing proceeded in the Respondent's absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

At the hearing I reserved my decision pending receipt (by January 29, 2021) of further information such as work orders, to support the claims for tenant damages, to clarify the amount of security deposit that was paid by the Respondent, and confirmation that this additional information was served on the Respondent. This additional information was provided to the Rental Office on January 27, 2021, along with proof of service to the Respondent by registered mail on January 27, 2021, deemed served on February 3, 2021.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing beginning on May 24, 2012, and continuing month to month. The Respondent vacated the rental premises on September 30, 2020, and the tenancy was terminated on that date.

I am satisfied a valid tenancy agreement was in place in accordance with the Act and that this tenancy was terminated on September 30, 2020, when the Respondent vacated the rental premises.

Previous orders

Rental Officer Order #16473 issued April 19 2019, required the Respondent to comply with their obligation not to disturb the landlord's or other tenants' enjoyment or possession of the rental premises or residential complex, and not to breach that obligation again. The order also terminated the tenancy agreement at various dated (May 15, May 31, June 15 and June 30, 2019) if further disturbances were verified as being caused by the Respondent or persons permitted in the rental premises by the Respondent, and if the tenancy was terminated, eviction would follow. At the hearing the Applicant testified that the Respondent had received help in the Spring of 2019 and things had quieted down for a period of time. Because of this the tenancy was not terminated and continued month to month.

Rental arrears

The lease balance statement provided as evidence represents the Applicant's accounting of monthly rents and payments received against the Respondent's rent account. All rents were subsidized and assessed at \$80 per month. According to this statement, on November 1, 2018, the Respondent had a zero balance, and at the end of the tenancy the Respondent had a rent credit of \$353.31.

I am satisfied that the lease balance statement accurately reflects the current status of the Respondent's rent account. I find that the Respondent has no rental arrears owing at the end of their tenancy.

Security deposit

The tenancy agreement provided as evidence with the application included a hand-written note that \$1,625 was paid as a security deposit at the beginning of the tenancy. However, the Applicant's final statement to the Respondent dated October 21, 2020, gives the amount of the security deposit paid as \$1,375 and the interest earned as \$4.93, and stated that this amount would be applied against the tenant damages.

At the hearing I asked the Applicant to provide additional information to clarify the amount of security deposit paid. On January 27, 2021, the Applicant provided a copy of the original lease that shows that \$1,375 was paid at the beginning of the tenancy and explained that the handwritten entry in the renewal of the tenancy agreement dated November 6, 2015, was an error.

As a result of this additional information I find that the security deposit with interest earned according to the Act is \$1,379.93.

Tenant damages and cleaning

The Applicant provided invoices to support most of their claims for repair of tenant damages during the tenancy and an estimate of the costs for repair of damages based on the final inspection, along with photographs and a copy of the entry and exit inspection reports. Based on that evidence it was clear that the rental unit was left in a very poor condition at the end of the tenancy. I noted that the Applicant had filed an inventory of abandoned personal property with the Rental Office as required under subsection 64(4) of the Act, and had been granted permission to dispose of the Respondent's abandoned property.

At the hearing I requested further information, such as work orders, to support some of the claims for repairs during the tenancy. I also asked for further details on the repairs identified during the final inspection including more detail to support the claim for painting and replacement of windows. The Applicant provided the information requested to the Rental Office on January 27, 2021, along with proof of service on the Respondent.

The Applicant claimed a total of \$2,848.75 to repair damages caused during the tenancy as follows:

- \$248.31 - November 21, 2018 - repair door kicked in;
- \$1,097.25 - September 20, 2019 - replace unit door after it was kicked in by tenant - Applicant stated that the neighbours had reported that the Tenant kicked in the door and provided a work order supporting the costs;
- \$770.68 - February 19, 2020 - walls and ceiling repairs near unit - Applicant provided a work order to support this charge, as well as a record of reports from other tenants that it was a guest of the Respondent's who caused the damages;
- \$231.00 - May 27, 2020 - replaced suite door that was bent by Tenant - Applicant provided a work order to support this charge;
- \$277.20 - July 21, 2020 - lock change call-out - Applicant provided a photo and a work order to support this charge;
- \$69.30 - August 6, 2020 - call out to unlock door twice in one evening at request of Tenant - work order was provided;
- \$69.30 - August 14, 2020 - remove garbage left in main area by Tenant - Applicant provided work order and testimony based on security system video that it belonged to the Tenant;
- \$85.71 - October 21, 2020 - garbage removed from hallway and taken to dump - Applicant provided work order and report that this was seen on the video recorded as part of the security system.

The Applicant claimed \$7,265.19 for repairs of damages after the final inspection was carried out. These costs include GST and a 10% admin fee and are supported by work orders, invoices from the suppliers (where applicable), photos, and the entry and exit inspection reports, and include:

- ✓ \$428.36 - remove items left by tenants;
- ✓ \$650 - full unit cleaning - from the photos it is clear that the Respondent failed to comply with her obligation to maintain the ordinary cleanliness of the rental premises;
- ✓ \$3,000 - painting and drywall repair throughout the rental premises;
- ✓ \$2,036.85 - replace or repair windows, screens, doors and hardware damage;
- ✓ \$150 - replace broken light fixtures; and
- ✓ \$25 - replace missing toilet paper holder.

Total costs claimed for repairs and cleaning: \$6,290.21 + admin fee (10%) \$629.02 + GST (5%) \$345.96 = \$7,265.19 + \$2,848.75 = \$10,113.94.

Note: In the documents provided after the hearing the actual costs for repairs of damages based on the final inspection are higher than the claimed costs, however, the Applicant is not at this time seeking the actual costs.

I am satisfied that the charges for repairs of damages and cleaning are justified and reasonable based on the evidence provided. I find that the Respondent is responsible for tenant damages and cleaning totalling \$10,113.94. After the rent credit of \$353.31 is applied against this charge, the amount owing is \$9,760.63. After the security deposit of \$1,379.93 is deducted from this amount I, find that the final amount owing by the Respondent for repairs of damages and cleaning is \$8,380.70.

Orders

An order will be issued requiring the Respondent to pay the costs for repairs of damages and cleaning in the amount of \$8,380.70 (p. 42(3)(e), p. 45(4)(d)).

Janice Laycock
Rental Officer