

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

HC

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 20, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant

Date of Decision: 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 HC 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 or photos to support the claim for damages to the kitchen range, lock changes, and damaged lights. I also asked if an inventory of abandoned items was carried out and if not why not, along with confirmation that this additional information was served on the Respondent. The 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 December 9, 2013, and continuing month to month. The Respondent vacated the rental premises on August 28, 2020, and the tenancy was terminated on that date.

I am satisfied a valid tenancy agreement was in place and the tenancy was terminated in accordance with the Act.

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 until July 2020. The tenant did not provide their income information and full market rent of \$1,625 was charged for July 2020 and pro-rated for their tenancy in August 2020. According to this statement, on June 1, 2019, the Respondent had a credit on their rent account of \$160, and at the end of the tenancy the Respondent owed \$2,819.

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 rental arrears owing at the end of their tenancy totalling \$2,819.

Security deposit

According to the evidence provided in the "Final Statement, move-out report" dated October 28, 2020, \$1,625 was paid as a security deposit at the beginning of the tenancy and the interest earned was \$4.63. The Applicant retained the full amount of the security deposit and interest totalling \$1,629.63 against the costs of repairs.

Tenant damages and cleaning

The Applicant provided invoices to support most of their claims for repairs of damages during the tenancy and an estimate of the costs for repairs 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.

At the hearing I requested further information, such as photos or work orders, to support the claims for repairs to the kitchen stove and lock changes during the tenancy. I also asked for further details on the damages to the light fixtures which was identified during the final inspection, as well as information on any inventory of abandoned property. The Applicant provided the information requested to the Rental Office on January 27, 2021, along with proof of service on the Respondent.

According to the evidence provided after the hearing, the Respondent's ICM (Integrated Case Management) worker reported that the Applicant had left town and had taken whatever they required from the rental premises. Based on this information an inventory of abandoned personal property was not completed and the possessions left in the rental premises were disposed of.

The Applicant claimed \$432.65 in outstanding charges for repairs of damages caused during the tenancy and \$5,233.71 for repairs of damages identified during the final inspection. The total claimed is \$5,666.36.

The claims for damages occurring during the tenancy were:

- \$294 outstanding - June 20, 2019 - range door broken - After the hearing the Applicant provided pictures showing damage to the glass and top panel on the door that was not there when the tenant moved in. This is verified in the entry inspection report. According to the lease balance statement and the testimony of the Applicant, the original charge was \$594. The tenant made payments of \$300 towards these damages, leaving a balance owing of \$294 at the end of the tenancy;
- \$0.05 outstanding - September 20, 2019 - interior painting and repair unit damages - According to the lease balance statement the total charges were \$7,948.36 for this work. The tenant paid \$7,948.31 for these damages, leaving a balance owing of \$0.05 at the end of the tenancy. As the tenant had mostly paid this charge I did not ask the Applicant for evidence to support the claim;
- \$69.30 outstanding - January 5, 2020 - lock change at request of tenant - The Applicant provided a work order and email supporting this claim;
- \$69.30 outstanding - May 1, 2020 - lock change at request of tenant - The Applicant provided a work order and email supporting this claim.

The following claims for costs of cleaning and repairs after the final inspection include GST and a 10 percent admin fee, and they are supported by work orders, invoices from the suppliers (where applicable), photos, and the entry and exit inspection reports:

- ✓ \$429.35 - remove items from unit, supported by contractor's invoice for this work and photos;
- ✓ \$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;
- ✓ \$140 - remove washer and dryer;

- ✓ \$400 - all light fixtures damaged - Applicant provided additional information that the Tenant had removed the covers and the centre of the light fixtures and all needed to be replaced;
- ✓ \$1,420 - painting and drywall repair throughout the rental premises;
- ✓ \$220 - repair or replace trim in hallway and front door;
- ✓ \$120 - door bell missing;
- ✓ \$380 - broken window in kitchen;
- ✓ \$100 - missing bar in fridge door;
- ✓ \$20 - missing receptacle covers;
- ✓ \$170 - broken wall vent, bent wire shelf, replace damaged passage set;
- ✓ \$200 - missing handrail;
- ✓ \$222 - plumbing;
- ✓ \$60 - door off hinges.

Total costs claimed for repairs and cleaning: \$4,531.35 + 10% admin fee \$453.14 + 5% GST \$249.22 = \$5,233.71 + 432.65 = \$5,666.36.

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 damages and uncleanliness, and is liable to the Applicant for the associated costs for cleaning and repairs totalling \$5,666.36. After the security deposit with interest of \$1,629.63 is deducted from this amount, I find that the outstanding balance owed by the Respondent for repairs and cleaning is \$4,036.73.

Orders

An order will be issued:

- requiring the Respondent to pay rent owing in the amount of \$2,819 (p. 41(4)(a)); and
- requiring the Respondent to pay the costs for repairs and cleaning in the amount of \$4,036.73 (p. 42(3)(e), p. 45(4)(d)).

Janice Laycock
Rental Officer