

IN THE MATTER between **NTHC**, Applicant, and **DM and JO**, Respondents.

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-

**DM and JO**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** January 27, 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 DM and JO as the Respondents/Tenants was filed by the Rental Office December 11, 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 Respondents on December 25, 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 tenant damages.

A hearing was held on January 27, 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 damages, a more legible copy of the exit inspection report, and confirmation that this additional information was served on the Respondents. The additional information was provided to the Rental Office on January 27, 2021, along with proof of service to the Respondents by registered mail on January 27, 2021, deemed served on February 3, 2021.

At the hearing I also asked the Applicant why they had not filed an application to a rental officer earlier, as the alleged breaches had occurred 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 under the Act. The Applicant testified that they were delayed in making an application because of COVID-19 restrictions on the operations of their office.

#### *Tenancy agreement*

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing beginning on January 20, 2014, and continuing month to month. The Applicant became aware on March 12, 2020, that the Respondents had abandoned the rental premises 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 the Respondents abandoned the rental premises.

*Rental arrears*

The lease balance statement provided as evidence represents the Applicant's accounting of monthly rents and payments received against the Respondents' rent account. All rents were subsidized and assessed at \$610 per month. According to this statement, the last zero balance was recorded on August 30, 2019. As of March 1, 2020, the Respondents had rental arrears of \$3,336. A payment of \$200 was made in August 2020, bringing the balance owing down to \$3,136.

At the hearing I asked the Applicant if the Respondents had provided notice concerning their inability to pay rent due to the COVID-19 pandemic. The Applicant testified that they had not received any notice.

I am satisfied that the lease balance statement accurately reflects the current status of the Respondents' rent account. I find that the Respondents have rental arrears owing of \$3,136.

*Security deposit*

The Applicant's final statement to the Respondents, dated November 13, 2020, gives the amount of the security deposit paid as \$1,625 and the interest earned as \$4.24, and stated that this amount would be retained against the costs of repairing damages. I find that the security deposit with interest calculated according to the Act is \$1,629.24.

*Tenant damages and cleaning*

The Applicant provided the entry and exit inspection reports, an estimate of the work required after the final inspection along with photographs of the condition of the unit at the final inspection. Based on that evidence it was clear that the rental unit was left in a very poor condition when the Respondents abandoned the unit including leaving garbage and personal possessions behind. I noted that the Applicant had filed an inventory 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 to support the claim of \$733.43 for “snow clearing, removal of salvageable items to VS and rest to dump”. I also asked for a more legible copy of the exit inspection report and more detail to support the claim of \$1,000 for painting. The Applicant provided the requested information to the Rental Office on January 27, 2021, along with proof of service on the Respondent.

The Applicant claimed a total of \$2,581.43 for costs of repairs and cleaning as follows:

- \$733.43 - snow clearing, removal of salvageable items to storage, and rest to dump - This includes labour to change the locks, as well as GST and admin fee, and is supported by a work order and invoice from the contractor;
- \$1,848 - repairs and cleaning related to items identified during the final inspection - This includes GST and admin fee:
  - ✓ \$600 - full unit cleaning - The Applicant provided photos to support this claim;
  - ✓ \$1,000 - repair of drywall and painting - After the hearing the Applicant provide a work order totalling \$3,575 for labour and materials. The Applicant explained that the Respondents were only charged a portion of this cost for wilful damage caused by them during their tenancy. The Applicant is not planning to claim the entire amount;

Total costs for repairs and cleaning: \$1,600 + 10% admin fee \$160 + 5% GST \$88 = \$1,848 + \$733.43 = \$2,581.43.

I am satisfied that the charges for repairs and cleaning are justified and reasonable based on the evidence provided. I find that the Respondents are responsible for the claimed damages and cleaning, and that they are liable for the costs of repairs and cleaning totalling \$2,581.43. After the security deposit of \$1,629.24 is deducted from this amount, I find that the outstanding amount for repairs and cleaning is \$952.19.

### *Orders*

An order will be issued:

- requiring the Respondents to pay rental arrears totalling \$3,136 (p. 41(4)(a)); and
- requiring the Respondent to pay the costs for repairs and cleaning in the amount of \$952.19 (p. 42(3)(e), p. 45(4)(d)).

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Janice Laycock  
Rental Officer