

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

**MA**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 17, 2021

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

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

**Date of Decision:** February 18, 2021

### **REASONS FOR DECISION**

An application to a rental officer made by the YHA on behalf of the NTHC as the Applicant/Landlord against MA as the Respondent/Tenant was filed by the Rental Office January 14, 2021. 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 February 8, 2021, 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 February 17, 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 of an invoice for the cleaning services. The Applicant testified at the hearing that this information had been provided to the Rental Office and Respondent in advance of the hearing with the other documents. This additional information was provided to the Rental Office on February 17, 2021.

#### *Tenancy agreement*

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing beginning on February 28, 2019, and continuing month to month. The Respondent abandoned the rental premises on March 31, 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 \$80.00 per month until May 2019. The rent for June 1 to June 13, 2019, was \$35.00, the rent for June 14 to 30, 2019, was \$734, and the rent after that (July 2019 on) was subsidized and assessed at \$160.

At the hearing the Applicant explained that the rent was raised in the later part of June because another tenant was added to the lease for that time period. According to their statement at the end of the tenancy the Respondent owed \$717.

I am satisfied that the lease balance statement accurately reflects the current status of the Respondent's rent account. I find that the Respondent had rental arrears owing at the end of their tenancy totalling \$717.

#### *Repairs and cleaning*

The Applicant provided photographs, a copy of the entry and exit inspection report, an estimate of the costs for repairs of damages based on the final inspection (dated September 18, 2020, "Re: Tenant Damages CN631"), and invoices to support their claim for costs associated with packing and moving abandoned property. The Applicant has also filed an inventory of abandoned personal property with the Rental Office.

In the estimate of damages, the Applicant included a charge of \$180 for storage of the abandoned property. In my opinion the storage of abandoned property is not damages and needs to be addressed with the Tenant as provided for under section 64 of the Act. I am denying the claim for storage.

In the estimate of damages the Applicant claimed \$650 for "Full Clean". However, the photographs and inspection reports did not detail the condition of the rental unit in terms of cleanliness. At the hearing I requested further information to support the claims for cleaning the unit after the tenant vacated the rental premises. The Applicant provided a copy of the cleaning invoice on February 17, 2021.

The invoice provided as evidence of the cleaning is from "Best Movers" and includes 1.75 hours "relocation services with 4 personnel \$383.25, dump run \$60.98, and with the admin fee and GST the invoice totals \$469.80. At the hearing the Applicant testified that the \$650.00 claimed included this invoice as well as an additional \$180 for their staff to assist with this work.

Based on the significant amount of personal property abandoned by the Respondent, I can appreciate that some cleaning of the rental unit would be required. However, without any photographs or other proof of the condition of the unit with respect to the cleanliness at the end of the tenancy, and considering the invoice only refers to "relocation services" it is difficult to assess what a reasonable charge would be. Based on the invoice I will allow the charges for the dump run \$60.98 and a further \$380.00 for a basic cleaning, totalling \$440.98. The amount for cleaning is based on rates charged in Yellowknife for cleaning of a three bedroom unit.

In the estimate of damages the Applicant claimed the following for repairs. These damages are supported by photographs and the inspection reports:

- \$800 - Replace exterior door - photographs show damages to the door; Tenant did not report damages; they were discovered at the final inspection;
- \$420 - Repair and replace light fixtures on exterior, bathroom, and bedrooms #2 and #3;
- \$60 - Repair trim around door;
- \$240 - patch and paint wall in living room;
- \$200 - repair nicks on stove, replace sink stoppers and replace bar in freezer;
- \$30 - install new electrical plates in master bedroom;
- \$10 - replace door stopper in bedroom;

TOTAL \$1,780 repair of tenant damages

In the estimate the Applicant also includes a charge of \$1,239.53 for packing and removing the items left in the unit and transporting them to the storage facility. This charge is supported by an invoice from the contractor "Best Movers" and I am satisfied that this work was necessary as part of the cleaning and repairs in the rental unit.

In reviewing the Applicant's estimate of the costs for repairs prepared on September 18, 2020, I found errors in their calculations. The Applicant's total in the statement was \$2,989.53 before admin fees and GST, however the figures provided actually add up to \$3,849.53, a difference of \$860.

Based on the evidence provided and my review of the costs claimed, I find that the Respondent is responsible for damaging the rental premises and leaving it in an unclean condition. I find the Respondent owes a total of \$4,041.69 (including admin fees and GST) for repairs and cleaning. This amount includes \$440.98 for cleaning and \$3,073.53 for repairs (\$1,780 + \$1,293.53) totalling \$3,514.51, plus 10 percent admin fees of \$351.45 and 5 percent GST of \$175.73 for a final total of \$4,041.69.

#### *Security deposit*

According to the evidence provided in the "Final Statement, move-out report" dated September 21, 2020, and provided to the Respondent, \$1,625 was paid as a security deposit at the beginning of the tenancy and interest earned amounted to \$0.82 for a total of \$1,625.82.

According to the lease balance statement the Applicant retained \$717 of the security deposit against the rental arrears, leaving no rental arrears owing. The remaining \$908.82 was retained against the costs of repairs and cleaning. Deducting that amount from the allowed costs results in a remaining balance owing for costs of repairs and cleaning in the amount of \$3,132.87.

*Orders*

An order will be issued requiring the Respondent to pay the costs for repairs and cleaning in the amount of \$3,132.87 (p. 42(3)(e), p. 45(4)(d)).

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Janice Laycock  
Rental Officer