

IN THE MATTER between **NTHC**, Applicant, and **MM and CS**, 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 **Hal Logsdon**, Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

MM and CS

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	February 16, 2021
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	PS, representing the Applicant JS, witness for the Applicant MM, Respondent CS, Respondent MS, representing the Respondents
<u>Date of Decision:</u>	February 20, 2021

REASONS FOR DECISION

This tenancy agreement ended on February 28, 2020, and the applications were filed on January 14, 2021. The respondent sought leave to extend the six-month time limitation for the filing of applications pursuant to section 68(3) of the *Residential Tenancies Act*, which says:

A rental officer may extend the time for the making of an application to the rental officer, whether or not the time for making the application to a rental officer has expired, where the rental officer is of the opinion that it would not be unfair to do so.

The Applicant submitted that the COVID-19 pandemic caused a delay in the preparation of the applications and related evidence. I recognize that office closures and the inability to meet with key personnel made the filing of these applications difficult throughout much of mid-2020. In my opinion, it is not unfair or unreasonable to extend the time limitation.

A written tenancy agreement was made between the parties commencing on May 1, 2017, for Unit 101. The Respondents were transferred to Unit 204 in December 2019 and a new tenancy agreement executed. Both premises are subsidized public housing.

This is essentially one tenancy and only one application was required. Both applications were heard at a common hearing and considered as a single, continuous tenancy.

A check-in inspection report was conducted for Unit 101 at the commencement of the tenancy and signed by both parties. A security deposit of \$1,625 was provided to the Applicant.

When the Respondents were transferred to Unit 204, a check-out inspection of Unit 101 was conducted and a written report completed. The report is signed by the Applicant but was not signed by the Respondents. An estimate of repairs to damages was completed by the Applicant. Estimated repair costs of \$1,686.30 were added to the lease balance statement. As at December 10, 2019 the lease balance statement indicated a balance of rent owing of \$4,355.

The tenancy agreement was terminated on February 28, 2020, when MM and the Applicant executed a sole tenancy agreement for the premises commencing on March 1, 2020. A check-out inspection was completed and no damages were noted. The lease balance statement indicated that an additional \$890 in rental arrears had accumulated bring the balance owing to \$5,245.

The Applicant produced a statement of the security deposit resulting in a balance owing to the landlord of \$5,304:

Security deposit	(\$1,625.00)
Interest	(2.20)
Rent arrears*	<u>6,931.30</u>
Amount owing	<u>\$5,304.10</u>

*What is noted as rent arrears on the statement is actually the sum of rent arrears (\$5,245) and the estimated repair costs (\$1,686.30).

The Applicant sought an order requiring the Respondents to pay rent arrears and repair costs totalling \$5,304.10.

Rent arrears

A lease balance statement provided in evidence by the Applicant indicated a balance of \$6,931.30 as at February 28, 2020. This included repair costs for Unit 101 of \$1,686.30, leaving a balance of rent owing of \$5,245. The parties did not dispute the balance. I find rent arrears of \$5,245.

Repair costs

The evidence provided by the Applicant regarding the alleged damages to the premises consists of the check-out inspection report and the itemized list of estimated repair costs for Unit 101. There was no photographic evidence. There were no alleged repair costs for Unit 204 associated with this tenancy. As previously noted, the check-out report was signed only by the Applicant.

Section 17.1 of the Act says:

17.1 (1) *A landlord or his or her agent shall*

- (a) conduct an inspection of the condition and contents of rental premises vacated by a tenant at the end of a tenancy; and*
- (b) offer the tenant reasonable opportunities to participate in the inspection.*

The Respondents testified that they were not present at the check-out inspection and were not notified as to when the inspection would take place. The Applicant testified that the Respondents were notified of the check-out inspection date for Unit 101 when they met to sign the new tenancy agreement for Unit 204. The tenancy agreement for Unit 204 was executed on December 3, 2019, and the check-out inspection was conducted on December 10, 2019. I am unable to determine from the testimony if the Respondents were given a reasonable opportunity to attend the inspection.

The Respondents also disputed several of the repair costs, particularly the carpet cleaning and a missing towel bar. The Respondents testified that they did not smoke in the unit and the degree of cleaning noted was unnecessary. I note that the cleaning and carpet cleaning costs alone constitute over 60 percent of the claimed costs yet there is no evidence, such as photographs, to enable me to determine the extent of cleaning necessary or determine if actual expenditures were as estimated.

I also note that although the Respondents denied receiving a copy of the tenant damage detail for Unit 101, a letter dated January 20, 2020, sent to Unit 204 included the detail of the repair costs. I understand that the Respondents may have had limited opportunities to question the costs due to the business disruptions caused by the COVID-19 pandemic, but I am reasonably confident that they were aware of the allegations for a full year before the application was filed.

Without additional detail, the evidence permits me to only determine reasonable costs for the following items based on my own knowledge of similar repairs:

Replace light bulbs	\$12.00
Bifold hardware	25.00
Blind slat	20.00
Door knob	30.00
Administration	8.70
GST	<u>14.36</u>
Total	<u>\$110.06</u>

Applying the retained security deposit first to repair costs, I find rent arrears owing to the Applicant in the amount of \$3,727.86 calculated as follows:

Security deposit	(1,625.00)
Interest	(2.20)
Repairs	110.06
Rent arrears	<u>5,245.00</u>
Total owing Applicant	<u>\$3,727.86</u>

An order shall issue requiring the Respondents to pay the Applicant rent arrears in the amount of \$3,727.86.

Hal Logsdon
Rental Officer