

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

TS

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	February 17, 2021
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	PS, representing the Applicant TS, Respondent
<u>Date of Decision:</u>	February 17, 2021

REASONS FOR DECISION

An application to a rental officer made by the YHA on behalf of the NTHC as the Applicant/Landlord against TS 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 served on the Respondent on February 3, 2021, by registered mail.

The Applicant claimed that the Respondent had caused damages to their former rental premises. An order was sought for payment of the costs for repairs.

A hearing was held on February 17, 2021, by three-way teleconference. PS appeared representing the Applicant. The Respondent, TS, also appeared.

At the hearing I requested an updated lease balance statement to support the testimony of the Applicant and the Respondent. This additional information was provided to the Rental Office on February 17, 2021, and the Respondent committed to pick up a copy from the Applicant's office on February 18, 2021.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing beginning on April 1, 2012, and continuing month to month. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Damages

According to the testimony of the parties, the Respondent moved apartments at the end of September 2020 and when they moved the Applicant carried out an exit inspection when some damages were identified. The Applicant provided photographs, a copy of the entry and exit inspection reports, and an estimate of the costs for repairs of damages based on the final inspection (dated October 26, 2020, "Re: Tenant Damages BD5447").

In the estimate of costs for repairs, the Applicant claimed expenses for the following:

- \$100 - kitchen - replace and install 1 globe;
- \$10 - Dining room - replace and install 1 electrical cover;
- \$150 - Living room - patch 1 wall;
- \$400 - Master bedroom - replace and install 1 door and patch 1 wall;

TOTAL \$660 + 10 % Admin fee \$66.00 + 5% GST \$36.30 = \$762.30

According to the lease balance statement provided as evidence, as of February 1, 2021, the Respondent had made payments on these repairs of \$80.00, reducing the amount owing to \$682.30. The Applicant also testified that since the statement was provided to the Rental Office a further \$55.00 had been paid against the repairs on February 4, 2021. The Respondent agreed with this accounting of their payments and the updated lease balance statement provided after the hearing by the Applicant also confirms it. Based on the evidence and testimony, after all payments are considered, the amount owing as of February 17, 2021, was \$627.30.

At the hearing the Respondent agreed with the assessment of damages provided by the Applicant. They testified that because of COVID-19 their work had been reduced and they were paying what they could, when they could. The Applicant told the Respondent that they were willing to discuss a payment plan for the remainder owing based on the Respondent's current situation.

Based on the evidence provided, and my review of the costs claimed and payments made, I find that the Respondent owes a total of \$627.30 for costs of repairing damages.

Orders

An order will be issued requiring the Respondent to pay the costs for repairs of damages in the amount of \$627.30 (p. 42(3)(e)).

Janice Laycock
Rental Officer