

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

FL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 10, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant

Date of Decision: March 10, 2021

REASONS FOR DECISION

An application to a rental officer made by the HRHA on behalf of the NTHC as the Applicant/Landlord against FL as the Respondent/Tenant was filed by the Rental Office January 29, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was deemed served on the Respondent on February 17, 2021, by registered mail.

The Applicant claimed that the Respondent had caused damages to their former rental premises and had breached their obligation to pay utilities. An order was sought for payment of the cost for repairs and cleaning as well as payment of the outstanding utilities.

A hearing was held on March 10, 2021, by three-way teleconference. AS appeared representing the Applicant. The Respondent, FL, did not appear. As the Respondent failed to appear at the hearing after receiving sufficient notice, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Previous order

Rental Officer Order #17040 was issued on October 21, 2020 ordering:

1. The Respondent to pay rent arrears of \$2,000;
2. The Respondent to pay compensation for unpaid utilities \$188.07;
3. Termination of the tenancy on November 15, 2020; and
4. Eviction of the Respondent on November 16, 2020.

Tenancy agreement

Evidence was presented establishing a written residential tenancy agreement between the parties under the Homeownership Entry Level Program (HELP) beginning on June 1, 2020, and continuing month to month. This tenancy agreement was terminated on November 15, 2020, under the authority of Rental Officer Order #17040. According to the Applicant, the Respondent vacated the rental premises on November 23, 2020. I am satisfied a valid tenancy agreement was in place and that the tenancy was terminated in accordance with the Act.

Repairs and cleaning

The Applicant carried out an inspection of the rental premises on November 23, 2020. The Respondent was given an opportunity to attend but was not available. During the inspection the Applicant identified that there were damages and further cleaning of the unit was required.

The Applicant provided as evidence of their claim for compensation for costs of repairs and cleaning: entry and exit inspection reports, work orders detailing the labour and materials, and receipts for the materials. The Applicant provided a copy of the letter they sent to the Respondent on January 22, 2021, notifying the Respondent of the costs for repairs and cleaning. Copies of the work orders and invoices were also attached to that letter.

The Applicant also provided a lease balance statement as evidence. According to this statement, as of the end of January 2021 the tenant had made no payments on the costs of repairs and cleaning. The Respondent had not paid their security deposit. At the hearing the Applicant testified that no additional payments had been received.

The Applicant claimed the following costs for repairs and cleaning:

Change locks (no keys returned)	\$139.01
Remove trash	\$88.47
Remove screws, nails and pins on walls	\$55.65
Replace missing CO2 detector	\$65.61
Replace missing fire extinguisher	\$135.95
Replace window screen	\$55.65
Replace sink and tub stop	\$41.35
Replace backset on door	\$67.45
Replace damaged door	\$78.00
Patch walls	\$131.13
Replace bathroom door handle	<u>\$55.65</u>
Subtotal	\$913.92
Cleaning unit	<u>\$498.75</u>
TOTAL	<u>\$1,412.67</u>

Based on the testimony and evidence provided I am satisfied that the Respondent is responsible for costs of repairs and cleaning as claimed by the Applicant, and that the costs claimed are reasonable. I find that the Respondent owes a total of \$1,412.67 for costs of repairs and cleaning.

Breach of obligation to pay utilities

According to section 8 of the written tenancy agreement, the Respondent is responsible to pay for all of the utilities provided to the property, which in this case includes water and power. According to the Applicant, at the end of the tenancy the Respondent had not paid their water bill and owed \$169.03. This amount was paid by the Applicant and they provided documentation from the Town of Hay River to support their claim.

Also, at the end of the tenancy the Respondent did not pay their power bill and the Applicant paid it. According to the power bill provided as evidence, the total owing is \$567.25. Under Rental Officer Order #17040, \$188.07 of this bill was previously ordered to be paid by the Respondent, leaving a further \$379.18 owing.

Power	\$567.25
Previously ordered	- <u>\$188.07</u>
Subtotal	\$379.18
Water	<u>\$169.03</u>
TOTAL	<u>\$548.21</u>

Based on the testimony and evidence provided by the Applicant I am satisfied that the Respondent has not paid their water and power bills and is in breach of their obligation under section 8 of the tenancy agreement and subsection 45(1) of the Act. I find that the Respondent owes \$548.21 to compensate the Applicant for monetary losses suffered as a result of this breach.

Orders

An order will be issued requiring:

- the Respondent to pay the costs for repairs and cleaning in the amount of \$1,412.67 (p. 42(3)(e), p. 45(4)(d)); and
- the Respondent to compensate the Applicant for outstanding utilities in the amount of \$548.21 (p. 45(4)(c)).

Janice Laycock
Rental Officer