

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

KR

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 14, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant

Date of Decision: April 14, 2021

REASONS FOR DECISION

An application to a rental officer made by the YHA on behalf of the NTHC as the Applicant/Landlord against KR as the Respondent/Tenant was filed by the Rental Office March 19, 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 by registered mail, deemed served on April 7, 2021, under subsection 71(5) of the *Residential Tenancies Act* (the Act).

The Applicant claimed the Respondent had not adequately cleaned the rental premises, had caused damages to the rental premises, owed for costs of repairs of the damages and cleaning, and had rental arrears. An order was sought for payment of the costs for repairs and cleaning, as well as rental arrears.

A hearing was held on April 14, 2021, by three-way teleconference. PS appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. The hearing proceeded in the Respondent's absence under section 80(2) of the Act.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing beginning on November 9, 2018, and continuing month to month. The tenancy agreement was terminated on January 3, 2020, when the tenant notified the Applicant that they had vacated the rental premises. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Rental arrears

The lease balance statement entered into evidence represents the Landlord's accounting of monthly subsidized rents and payments received against the Respondent's rent account. During the tenancy all rents were subsidized and were last assessed at \$890 per month. According to the lease balance statement, at the end of tenancy the Respondent's rental arrears totalled \$446.

Tenant damages and cleaning

The Applicant testified and provided evidence that on January 3, 2020, the Respondent vacated the rental premises and an exit inspection was carried out by the Applicant on that day. The inspection report and associated photographs document damages in need of repair and cleaning required to the rental premises. An estimate of the cost of repairs was completed by the Applicant's maintenance manager on January 17, 2020, and according to this estimate the cost of repairs and cleaning, including 10% administration costs and 5% GST, was \$4,261.95.

Exceeding time limit for making application

Subsection 68(1) of the Act states that an application to a rental officer must be made within six months after the breach of an obligation under the Act or tenancy agreement or the situation referred to in the application arose. Subsection 68(3) allows a rental officer to grant an extension to the time for making an application where the rental officer is of the opinion that it would not be unfair to do so. In this case the claim relates to potential breaches of the Act that occurred approximately fourteen months ago.

In a letter to the Rental Office dated March 4, 2021, the Applicant asked for an extension to the six month period "Due to unprecedented circumstances and uncertainty of the pandemic, we were not able to complete the move out inspections and prepare final statements on time. The staff were working from home during the spring and summer of last year." Further the letter said that they are now clearing off backlogs and recognize that some files were "left behind."

At the hearing based on the evidence provided by the Applicant, I reviewed the steps that were taken by the landlord prior to the COVID-19 restrictions being implemented in mid-March (public health emergency declared March 18, 2020):

- January 3, 2020 - tenant vacated the rental premises, exit inspection was conducted;
- January 17, 2020 - estimate of repairs was completed by the landlord's maintenance staff;
- January 21, 2020 - letter was sent to tenant with a statement including amounts owing for rental arrears, tenant damages, and the balance owing after the security deposit and interest was applied. This letter also asks the tenant to contact the program officer, to make arrangements to repay the amount owing;

- February 17, 2020 - invoice for cleaning; and
- March 12, 2020 - work order for interior painting and repair of damages - work completed.

I asked if any further efforts had been taken to communicate with the tenant about their rental arrears or tenant damage arrears after the letter dated January 21, 2020, and the filing of this application on March 19, 2021, about fourteen months later. The Applicant's representative testified that they had tried to call the tenant but had not received an answer, otherwise no communication had been attempted.

In the Applicant's letter of March 4, 2021, to the Rental Office asking for an exemption, the Applicant cites the pandemic as a reason for not completing inspections and final statements. However, according to the Applicant's own evidence, the exit inspection, estimate of costs for repairs, statement to tenant, and repairs, were all completed prior to the beginning of the pandemic restrictions.

I appreciate that the pandemic may have had some impact on their operations, but the lack of any action in the last fourteen months to approach the Respondent and attempt to resolve the claimed debts cannot be explained by the pandemic alone. It is my opinion the Applicant has not provided reasonable justification for granting an extension to the time for making an application and it would not be fair to grant that extension. The claims for payment of rental arrears and tenant damages and cleaning arrears are denied as exceeding the six-month time limitation for making an application.

Janice Laycock
Rental Officer