

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

ART

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
ART, Respondent
GB, in support of the Respondent

Date of Decision: April 16, 2021

REASONS FOR DECISION

An application to a rental officer made by the YHA on behalf of the NTHC as the Applicant/Landlord against ART 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 on April 1, 2021.

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

A hearing was held April 14, 2021, by three-way teleconference. PS appeared representing the Applicant. ART appears as the Respondent with GB, Integrated Case Management Worker, appearing in support of the Respondent .

At the end of the hearing I reserved my decision in order to further consider the information provided by the Applicant and the Respondent.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing beginning on March 1, 2019, and continuing month to month. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Exceeding time limit for making an application

The Applicant testified and provided evidence that the Respondent had transferred from one unit to another under the terms of existing tenancy agreement on December 4, 2019. At the hearing it was clarified that although the exit inspection report is dated December 4, 2020, the correct date of the exit inspection was December 4, 2019. After the inspection an estimate of damages was completed and a statement was sent to the tenant on January 15, 2020, detailing the amount owing for costs of repairs and cleaning.

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 the Applicant acknowledged that the inspections and statement had been completed prior to the pandemic restrictions coming into force in mid-March 2020. They testified they had continued to communicate with the Respondent, who continues to be a tenant, about these arrears in an effort to collect on them. This included monthly statements and offers by email to enter into a payment plan with the Respondent.

The Respondent testified at the hearing that they were aware of their responsibility to pay the cost of repairs and cleaning to their previous rental unit, had received the monthly statements, sometimes had no phone or internet so did not see the email on the payment plan, but did want to make payments.

In light of the Applicant's continued efforts to communicate with the Respondent on their arrears and the Respondent's testimony, as well as the impact of the pandemic on the operations of the Applicant, I find that an extension to the time for making this application is justified and it would be fair to do so, and therefore the extension is granted.

Damages and uncleanliness

The Applicant provided as evidence the December 4, 2019, inspection report, an estimate of the cost of repairs (\$2,328.48 including 10% admin fees and GST) completed by the Applicant's maintenance manager on January 15, 2020, and photos taken of the rental premises when the inspection was carried out. The Applicant testified that the cost of repairs are provided to them by the property owners and they do not receive details of the costs such as work orders or receipts for materials.

The following includes the Applicant's claims for repairs and cleaning, as well as discussion at the hearing on these items. The first list are those items claimed that are not disputed:

- \$400 Entire unit - full cleaning, including washing all walls and taking one load to the dump - consistent with inspection report - no dispute;
- \$300 Entrance - patch and paint one wall - consistent with inspection report, there was some discussion about the cost, the Applicant said this cost was provided by the property owner - no further dispute;
- \$8 Bathroom - replace and install one door stopper - no dispute;

- \$300 Master Bedroom - replace door - the inspection report only states that this door was damaged (D), photograph provided further information on the damage - no dispute;
- \$8 Master Bedroom - replace and install door stopper - no dispute;
- \$60 Bedroom #2 - replace and install slats on blinds - supported by inspection report and photographs - no dispute;
- \$300 Living Room - patch and paint one wall (two screws left) - the inspection report and photos support this claim - no dispute;
- \$140 Living Room - replace and install seven slats on the blinds - the inspection report and photos support this claim - the tenant asked about the cost of replacing the slats but did not dispute the need to do so;

\$1,516.00 Subtotal (items not in dispute)

The following claims were disputed:

- \$100 Master bedroom - replace and install window screen - the entry inspection report shows that the screen was missing when the tenant moved in, and the tenant testified at the hearing that no screen was provided. The photographs show a damaged screen but it is not clear what room the screen is for and the Applicant's representative did not have direct knowledge of this and could only speculate - this claim is denied.
- \$300 Bedroom #2 - Repair one 'ding' on the door - the inspection report says that the door was damaged, but no details were provided; also no backup or photographs were provided to support the costs to repair the door. The Applicant agreed to withdraw this claim.
- \$100 Storage Room - replace and install one light bulb - the inspection report and photos show that a light bulb is missing and the tenancy agreement requires the tenant to replace it. The Applicant did not have direct knowledge of the costs and was not able to justify this charge. In the absence of a breakdown in the estimate I prepared an estimate of the labour and materials costs for this work. Currently a 60W light bulb at Canadian Tire in Yellowknife costs about \$2.00 and it might take 5 minutes to install (including setting up a ladder); at \$60 per hour that would be \$5.00 giving a total of \$7.00. Based on this estimate I am willing to grant **\$7.00 for the cost to replace a light bulb.**

\$1,516.00 (undisputed claims)

7.00 (replace light bulb)

\$1,523.00 subtotal

\$ 152.30 10% administrative fee

\$ 83.77 5% GST

1,759.07 TOTAL

I am satisfied the Respondent is responsible for the costs to repair damages and cleaning at their previous rental premises totalling \$1,759.07.

The Applicant also provided a lease balance statement dated March 1, 2021, as evidence. According to this statement, on January 30, 2020, the Respondent had made a payment of \$102.50 against the costs of repairs and cleaning. After considering this payment, I find the Respondent has a remaining balance owing to the Applicant of \$1,656.57.

Orders

An order will be issued requiring the Respondent to pay costs for repairs and cleaning in the amount of \$1,656.57 (p. 42(3)(e), p. 45(4)(d)).

Janice Laycock
Rental Officer