

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

SB

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 SB 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 7, 2021.

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

A hearing was held 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 Respondent had been served with notice of the hearing by registered mail signed for April 7, 2021. The hearing proceeded in the Respondent's absence as provided for under section 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing beginning on October 6, 2017, and continuing month to month. The tenancy agreement was terminated on July 15, 2020, when the Respondent vacated the rental premises. I am satisfied a valid tenancy agreement was in place in accordance with the Act, and that the tenancy agreement was terminated on July 15, 2020.

Exceeding time limit for making an 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 eight 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."

The Applicant provided as evidence a copy of the exit inspection completed on July 15, 2020, the estimate for the costs of repairs and cleaning dated July 31, 2020, and a letter to the Respondent dated July 31, 2020, that includes information on the amount owing for repairs and cleaning after their security deposit is applied. This letter asked the Respondent to contact the Applicant to arrange payment. No communication was initiated by the Respondent and until the application was filed with the rental office no further communication was pursued by the Applicant.

Although I believe that the Applicant should have made more of an effort to collect on these arrears, in light of the impact of the pandemic on their operations, I find that an extension to the time for making this application is justified and it would be fair to do so. The requested extension is granted.

Damages and uncleanliness

The Applicant provided as evidence the July 15, 2020, exit inspection report, an estimate of the cost of repairs (\$7,302.66 including 10% admin fees and GST) completed by the Applicant's maintenance manager on July 31, 2020, and photos taken of the rental premises when the inspection was carried out. The Applicant testified that the costs 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 of damages and cleaning:

\$500.00	full clean - supported by photographs and inspection report;
\$472.65	remove and dispose of items in unit - according to note on file dated July 16, 2020, the Respondent was contacted and did not want anything in the unit, and the Applicant had permission to dispose of the items. Inspection report and photographs support their claim;
\$5,000.00	Full paint of unit - according to the inspection report and the photographs there was some damage to the walls at the end of the tenancy. The Applicant's representative testified that the tenant had been in the unit for about three years and, depending on the condition, the property owner paints every 5 to 7 years and normally would only need to do minor painting. In this case, not only did they need to paint the walls to repair marks and holes they also needed to paint damaged trim, doors, and all of the ceilings. The photographs support the claim including showing the ceilings and top of the walls were painted by the tenant a dark grey requiring painting throughout the unit;
\$200.00	Master bedroom - replace door - photographs and inspection report supports this claim;
<u>\$150.00</u>	Bedroom #2 - replace door - photographs and inspection report supports this claim;
\$6,322.65	Subtotal
\$632.27	administration fee 10%
<u>\$347.75</u>	GST 5%
\$7,302.67	TOTAL (note the Applicant's total was \$7,302.66, however the correct total is \$7,302.67)

I am satisfied the Respondent is responsible for the costs of repairs and cleaning totalling \$7,302.67. The Applicant also provided a lease balance statement dated June 1, 2020, to February 23, 2021. According to this statement, at the end of their tenancy the Respondent had a credit on their account of \$183.22 and no payments were made against the costs of repairs and cleaning after the tenancy was terminated. When the credit of \$183.22 is deducted from the charges for repairs and cleaning of \$7,302.67, I find the Respondent has a remaining balance owing of \$7,119.45 to the Applicant.

Security deposit

According to the statement dated July 31, 2020, the Applicant paid a security deposit of \$1,625 and over the period of their tenancy earned \$2.20 in interest. When the security deposit and interest totalling \$1,627.20 is deducted from the amount owing for costs of repairs and cleaning \$7,119.45, I find the Respondent has a remaining balance owing of \$5,492.25.

Orders

An order will be issued requiring the Respondent to pay costs for repairs and cleaning in the amount of \$5,492.25 (p. 42(3)(e), p. 45(4)(d)).

Janice Laycock
Rental Officer