

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

CA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 14, 2021, and May 19, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant
CA, Respondent
BH, for the Respondent

Date of Decision: May 19, 2021

REASONS FOR DECISION

An application to a rental officer made by the YHA on behalf of the NTHC as the Applicant/Landlord against CA 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 application was amended March 29, 2021, and served on the Respondent by registered mail on April 8, 2021.

The Applicant claimed that when the Respondent moved out they had left damages to the rental premises, had left the rental premises unclean, and they also owed costs for previous damages. An order was sought for payment of the repairs and cleaning.

A hearing was scheduled for April 14, 2021, by three-way teleconference. PS appeared representing the Applicant. CA appeared as Respondent with BH appearing to support the Respondent. The hearing proceeded but was later adjourned in order to receive further information from the Applicant on their claim for painting costs. This information was received at the Rental Office on April 22, 2021, and was served on the Respondent by registered mail.

The hearing resumed on May 19, 2021, by three-way teleconference and notice of the hearing was provided to all parties. PS appeared representing the Applicant. No one appeared for the Respondent. As the Respondent was served notice of the resumed hearing by registered mail on May 4, 2021, the hearing continued in their absence under subsection 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 commencing on July 18, 2019, and continuing month to month. According to the evidence and testimony of the Applicant, the Respondent transferred between rental units on February 17, 2020. The tenancy agreement was terminated on June 12, 2020, when the Respondent vacated the rental premises. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

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 the 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 a letter to the Rental Office dated March 4, 2021, the Applicant asked for an extension to the six-month period for making an application “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 had claimed \$1,635.38 for costs related to repairs of damages to Unit BF201 that were identified in February 2020 after the Respondent transferred to Unit CV205. The Applicant had also claimed \$7,975.07 in costs for repairs of damages to Unit CV205 identified when the Respondent terminated their tenancy agreement.

At the hearing on April 14, 2021, I denied consideration of the claim for costs of repairs from February 2020 as I thought it would be unfair to grant an extension of the time for making an application. Not only was the alleged breach over a year ago, the Applicant’s own evidence shows that an inspection was carried out on February 24, 2020, prior to the pandemic lock down. Also, no statement was provided to the Respondent until March 15, 2021, so the Applicant could not claim that they had been actively pursuing this issue.

At the hearing I did agree to consider the claim for damages that were identified when the Respondent vacated the rental premises in June 2020. Although the alleged breach of the Act had occurred nine months prior to the application being made, the Applicant had carried out an exit inspection July 8, 2020, and despite the impact of COVID-19 on their operations had followed up with the Respondent providing a statement on October 9, 2020, and again on February 2, 2021. I find that an extension of the time for making this part of the application is justified and it would be fair to do so. The extension is granted.

Repairs and cleaning

The Applicant provided evidence including entry and exit inspection reports and photographs relating to the following damages:

\$50.00	lock change
\$400.00	cleaning
\$689.82	remove items
\$4,000.00	unit requires full paint
\$250.00	front entrance - storage door, fire extinguisher, smoke detector
\$1,390.00	dining/living area - broken window, patch and paint, blinds, new fan cover missing
\$105.00	kitchen - broken drawer, refrigerator light, cabinet knob
<u>\$20.00</u>	bathroom - door stopper and missing light bulb
\$6,904.82	subtotal
\$690.48	admin fee 10%
<u>\$379.77</u>	GST 5%
<u>\$7,975.07</u>	TOTAL

At the hearing the Respondent testified that they realized they were responsible for damages. We walked through the claims and only two were disputed. With respect to the claim of \$50 for a key, the Respondent testified that they had returned the key. Also, I questioned the claim of \$4,000 for a full paint of the unit. The inspection report and photographs did not show damages that would support a full painting of the unit and, as the charge was made by the property owner, the Applicant's representative could not testify to this charge. I adjourned the hearing and asked the Applicant to provide further information to support the claim for a full paint of the unit.

This additional information was provided to the Rental Office on April 22, 2021, and was provided to the Tenant by registered mail. The hearing resumed on May 19, 2021. According to the Applicant's evidence, the property owner did another inspection of the unit and reported that "there is no justification for a full paint in this unit". The Applicant revised the claim to include \$330 to paint and patch around the living room door. Based on the inspection report and the photographs I believe that this charge is justified. After deducting \$50 for the key and revising the painting total to \$330, the new subtotal for costs of repairs and cleaning is \$3,184.82. With the admin fee of \$318.48 and GST of \$175.16, the total balance owing is now \$3,678.46.

Previous subtotal	\$6,904.82
Deduct charge for key	\$50.00
Deduct painting	<u>\$3,670.00</u>
Revised subtotal	\$3,184.82
Admin 10%	\$318.48
GST 5%	<u>\$175.16</u>
TOTAL OWING	<u>\$3,678.46</u>

According to the statement sent to the Respondent on October 9, 2020, and provided as evidence, the Respondent's security deposit with interest was \$925.55 and the Respondent had a credit on their rental account of \$574.53. When these amounts are applied against the revised total owing I find that the Respondent owes \$2,178.38 for repairs and cleaning.

Orders

An order will be issued requiring the Respondent to pay costs for repairs and cleaning totalling \$2,178.38 (p. 42(3)(e), p. 45(4)(d)).

Janice Laycock
Rental Officer