

IN THE MATTER between **NTHC**, Applicant, and **CB**, 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 **Adelle Guigon**, Rental Officer,

BETWEEN:

**NTHC**

Applicant/Landlord

-and-

**CB**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 4, 2021

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** PS, representing the Applicant

**Date of Decision:** May 4, 2021

**REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of the NTHC as the Applicant/Landlord against CB as the Respondent/Tenant was filed by the Rental Office March 22, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was sent on the Respondent by registered mail deemed served April 14, 2021, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The Applicant alleged the Respondent had repeatedly failed to pay rent in full when due, had accumulated rental arrears, had caused damages to the rental premises, and had left the rental premises in an unclean condition. An order was sought for payment of the rental arrears, payment of future rent on time, payment of costs for repairs and cleaning, termination of the tenancy agreement, and eviction. An extension of the time for making the application was also requested.

A hearing was held May 4, 2021, by three-way teleconference. PS appeared representing the Applicant. CB was sent notice of the hearing by registered mail deemed served April 14, 2021. The Respondent did not appear at the hearing, nor did anyone appear on the Respondent's behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the Act.

*Tenancy agreement*

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing May 1, 2015. The Respondent was transferred from one rental premises to another under section 3 of the written tenancy agreement on October 16, 2019. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

*Rental arrears*

By the time of this hearing, the Respondent had successfully paid her rental arrears in full.

*Repairs and cleaning - Extension of time for making application*

The Applicant's claims for repairs and cleaning were in relation to the prior rental premises from which the Respondent was transferred on October 16, 2019. Entry and exit inspection reports were completed and photographs were taken on that day. The Costs of repairs and cleaning were not assessed and compiled until March 26, 2021 – 17 months after the Tenant was transferred. At no time between October 2019 and March 2021 were any notices or correspondences made to the Respondent regarding the issues related to the prior rental premises.

The Landlord had ample opportunity to prepare the necessary statement of damages in the five months before the COVID-19 pandemic interfered with normal operating procedures, and even during the pandemic there is no reasonable explanation for failing to communicate with the Respondent on this issue.

Subsection 68(1) of the Act sets out that applications to a rental officer must be made within six months after the breach of an obligation or the situation arose. Subsection 68(3) provides for the Rental Officer to extend the time for making the application where the Rental Officer is of the opinion that it would not be unfair to do so.

In my opinion, given the 17-month period without any action being taken by the Landlord to resolve the issue of repairs and cleaning of the rental premises directly with the Tenant, it would be unfair to grant an extension to the time for making this application. Consequently, the Applicant's claim for costs of repairs and cleaning are denied as the making of the application exceeds the legislated time limit.

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Adelle Guigon  
Rental Officer