

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

**HT**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>June 9, 2021</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>PS representing the Applicant DT, representing the Respondent</b>
<b><u>Date of Decision:</u></b>	<b>June 9, 2021</b>

### **REASONS FOR DECISION**

An application to a rental officer made by the YHA on behalf of the NTHC as the Applicant/Landlord against HT as the Respondent/Tenant was filed by the Rental Office April 30, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the Respondent on May 17, 2021.

The Applicant claimed that the Respondent had failed to pay their rent, had accumulated rental arrears, and was responsible for causing damages. An order was sought for payment of the rental arrears, for payment of rent on time in the future, and for payment of costs to repair the damages.

A hearing was held on June 9, 2021, by three-way teleconference. PS attended the hearing representing the Applicant. DT, appeared on behalf of her mother, HT. DT explained that their mother had dementia and required support from her family in matters such as this, and HT's son GT was not available to attend the hearing.

#### *Preliminary matters*

At the beginning of the hearing it was clarified that the Respondent currently resides at #205, 600 Gitzel Street, in Yellowknife, Northwest Territories. Prior to February 11, 2020, the Respondent resided at the address on the Application of #115, 5465 - 52<sup>nd</sup> Street, in Yellowknife, Northwest Territories. This Application deals in part with damages to Unit #115.

#### *Exceeding time limit for making an application*

Subsection 68(1) of the *Residential Tenancies Act* (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 for damages relates to potential breaches of the Act which occurred in February 2020, approximately 14 months before the application was filed.

At the hearing the Applicant testified that despite the impact of COVID-19 on their operations during the last year, they had taken steps to try to address the outstanding arrears for damages with the Respondent, including providing regular statements. Recently the Respondent had made a payment on the charges for damage.

In light of the impact of the pandemic on their operations and the efforts that were made to communicate with the Respondent, who remains a current tenant, I find that an extension to the time for making this application is justified and it would be fair to do so. The extension is granted.

#### *Tenancy agreement*

Evidence was provided establishing a tenancy agreement between the parties for subsidized public housing commencing on August 30, 2012, and continuing month to month. I am satisfied that a valid tenancy agreement is in place in accordance with the Act.

#### *Rental arrears*

The lease balance statement provided as evidence represents the Applicant's accounting of monthly rents and payments received against the Respondent's rent account. All rents are subsidized. When the application was filed the Respondent's son had moved into the unit. They had not filed their taxes and in the absence of this information the full market rent of \$1,625 was charged, resulting in an increase of rental arrears to \$4,174 by April 1, 2021.

At the hearing the Applicant testified the Respondent's son was recently able to file their taxes and provide income information to the Landlord for the last year. With this updated income information the Applicant was able to reassess the rent to \$80 per month.

According to the testimony of the Applicant at the hearing, and based on the updated lease balance statement provided to the Rental Office on June 9, 2021, the Respondent's currently has rental arrears of \$170.

I am satisfied the updated lease balance statement accurately reflects the current status of the Respondent's rent account and I find the Respondent currently has rental arrears totalling \$170.

### *Damages*

The Applicant claimed \$1,427.58 for the repair of damages and cleaning required when the Respondent move from Unit #115 to their current rental premises. The Applicant provided as evidence the entry and exit inspection reports, photographs of the unit, and an estimate of the repairs and cleaning required dated February 20, 2020.

The estimate included the following charges for repairs and cleaning:

\$350.00	unit and appliances cleaning
\$356.00	remove items from balcony - Northview labour
\$250.00	replace blinds
\$200.00	replace fridge seal, 2 bars in door, and butter door
<u>\$80.00</u>	replace wall register
<u>\$1,236.00</u>	TOTAL

At the hearing the representative for the Respondent testified the Respondent was required to move units by the Landlord. The Respondent's family was told that the Landlord would look after moving the Respondent's possessions and they didn't need to worry about cleaning. They challenged the amounts charged for cleaning and to remove items from the balcony. They felt the items on the balcony should have been packed and moved with the other possessions. They also argued that the other items should be considered wear and tear as the Respondent had lived in the unit for many years. The Applicant challenged the representative for the Respondent in their understanding of the responsibility for cleaning and removing items, but did not have direct knowledge of the event and was not able to provide evidence to refute their testimony.

Based on the testimony of the representative for the Respondent I think it is fair to deny the charges totalling \$706 for cleaning and removal of items from the balcony. Although the other evidence including the inspection report and photographs support these charges, the direct testimony of the representative for the Respondent challenges the Tenant's responsibility for them.

The inspection report and photographs support the claim for the costs to replace the blinds, fridge parts, and wall register. I am satisfied that those charges of \$530, plus the \$53 admin fee and \$29.15 for GST resulting in a total amount of \$612.15, are justified and reasonable.

According to the lease balance statement the Respondent paid \$50 towards the costs of repairs and cleaning in February 2021, reducing the amount owing to \$562.15.

*Orders*

An order will be issued:

- requiring the Respondent to pay rental arrears totalling \$170 and to pay their rent on time in the future (p. 41(4)(a), p. 41(4)(b));
- requiring the Respondent to pay the expenses related to repairing damages and cleaning totalling \$562.15 (p. 42(3)(e), p. 45(4)(d)).

---

Janice Laycock  
Rental Officer