File #17301

IN THE MATTER between **NTHC**, Applicant, and **EM**, 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 **Hal Logsdon**, Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

EM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **August 24, 2021**

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

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

Date of Decision: **August 24, 2021**

REASONS FOR DECISION

The Respondent was served with a filed application and notice of attendance sent by email and deemed received on July 3, 2021. The tenancy agreement between the parties was monthly and commenced on June 2, 2017. The premises are subsidized public housing. A check-in inspection was completed with the Respondent and a security deposit of $1,000 was provided.

The Applicant declared the premises abandoned on August 31, 2020. The Applicant stated that the Respondent had only occupied the premises intermittently for some time but had been paying the monthly rent. The Respondent confirmed in August 2020 that he did not intend to return. A number of pieces of personal property were left on the premises as well as garbage, items of no value, and a vehicle.

The Applicant filed an inventory of abandoned personal property and the Respondent eventually picked up some of the items and authorized the disposal of the rest. The Applicant was not able to do a proper check-out inspection until August 25, 2020. The Respondent was notified of the inspection but did not attend.

The Applicant did not provide a statement of the security deposit, but a lease balance statement provided in evidence indicated that there were charges for a number of repairs:

Remove garbage from outside of premises	$250.00
Remove garbage from unit	437.50
Replace exterior door	292.05
Replace bathroom and bedroom doors	317.58
Replace counter and cabinet doors	1,062.10
Replace range hood	228.80
Replace screens	302.52
Total costs of repairs	$2,890.55

Work orders were provided documenting the above repairs. There were no rent arrears.

Applying the security deposit of $1,000 and accrued interest of $0.74 to the repair costs of $2,890.55 results in a balance owing the Applicant of $1,597.76. The Applicant sought relief in that amount.

I note that the application was not made until May 21, 2021, nearly nine months after the end of this tenancy. However, given the condition of the premises at the end of the tenancy and the disruptions caused the COVID-19 pandemic, it is not unreasonable, in my opinion, to grant leave to extend the normal time limitation contained in section 68 of the *Residential Tenancies Act.*

Comparing the check-out inspection report, I note that the exterior door was not noted as damaged although a work order documented replacement. The Applicant stated that she had direct knowledge of the condition of the door and that she did not believe the replacement was due to any damage done by the Respondent or persons he permitted in the premises. In my opinion, the remainder of the noted repairs were made necessary by the Respondent's negligence and the costs of repairs are reasonable.

Deducting the costs of the exterior door, I find the total repair costs to be $2,598.50. Applying the security deposit and accrued interest of $1,000.74, I find a balance owing to the Applicant of $1,597.76

An order shall issue requiring the Respondent to pay the Applicant repair costs in the amount of $1,597.76.

Hal Logsdon
Rental Officer

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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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BETWEEN:

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REASONS FOR DECISION

Date of the Hearing: **August 24, 2021**

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

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

Date of Decision: **August 24, 2021**

REASONS FOR DECISION

The Respondent was served with a filed application and notice of attendance sent by email and deemed received on July 3, 2021. The tenancy agreement between the parties was monthly and commenced on June 2, 2017. The premises are subsidized public housing. A check-in inspection was completed with the Respondent and a security deposit of $1,000 was provided.

The Applicant declared the premises abandoned on August 31, 2020. The Applicant stated that the Respondent had only occupied the premises intermittently for some time but had been paying the monthly rent. The Respondent confirmed in August 2020 that he did not intend to return. A number of pieces of personal property were left on the premises as well as garbage, items of no value, and a vehicle.

The Applicant filed an inventory of abandoned personal property and the Respondent eventually picked up some of the items and authorized the disposal of the rest. The Applicant was not able to do a proper check-out inspection until August 25, 2020. The Respondent was notified of the inspection but did not attend.

The Applicant did not provide a statement of the security deposit, but a lease balance statement provided in evidence indicated that there were charges for a number of repairs:

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An order shall issue requiring the Respondent to pay the Applicant repair costs in the amount of $1,597.76.

Hal Logsdon
Rental Officer

File #17301

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REASONS FOR DECISION

Date of the Hearing: **August 24, 2021**

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

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

Date of Decision: **August 24, 2021**

REASONS FOR DECISION

The Respondent was served with a filed application and notice of attendance sent by email and deemed received on July 3, 2021. The tenancy agreement between the parties was monthly and commenced on June 2, 2017. The premises are subsidized public housing. A check-in inspection was completed with the Respondent and a security deposit of $1,000 was provided.

The Applicant declared the premises abandoned on August 31, 2020. The Applicant stated that the Respondent had only occupied the premises intermittently for some time but had been paying the monthly rent. The Respondent confirmed in August 2020 that he did not intend to return. A number of pieces of personal property were left on the premises as well as garbage, items of no value, and a vehicle.

The Applicant filed an inventory of abandoned personal property and the Respondent eventually picked up some of the items and authorized the disposal of the rest. The Applicant was not able to do a proper check-out inspection until August 25, 2020. The Respondent was notified of the inspection but did not attend.

The Applicant did not provide a statement of the security deposit, but a lease balance statement provided in evidence indicated that there were charges for a number of repairs:

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

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

Date of Decision: **August 24, 2021**

REASONS FOR DECISION

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The Applicant declared the premises abandoned on August 31, 2020. The Applicant stated that the Respondent had only occupied the premises intermittently for some time but had been paying the monthly rent. The Respondent confirmed in August 2020 that he did not intend to return. A number of pieces of personal property were left on the premises as well as garbage, items of no value, and a vehicle.

The Applicant filed an inventory of abandoned personal property and the Respondent eventually picked up some of the items and authorized the disposal of the rest. The Applicant was not able to do a proper check-out inspection until August 25, 2020. The Respondent was notified of the inspection but did not attend.

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An order shall issue requiring the Respondent to pay the Applicant repair costs in the amount of $1,597.76.

Hal Logsdon
Rental Officer