

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

JD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 25, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AH, representing the Applicant

Date of Decision: August 25, 2021

REASONS FOR DECISION

An application to a rental officer made by the FSHA on behalf of the NTHC as the Applicant/Landlord against JD as the Respondent/Tenant was filed by the Rental Office May 21, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was served on the Respondent by registered mail on June 28, 2021, and updated materials were sent by registered mail deemed served August 18, 2021.

The Applicant claimed the Respondent had disturbed other tenants' possession or enjoyment of the residential complex. An order was sought for termination of the tenancy and eviction.

A hearing was scheduled for July 13, 2021, but was rescheduled at the request of the Applicant. The hearing was held on August 25, 2021, by three-way teleconference. AH appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent had been provided notice of the rescheduled hearing by registered mail deemed served on August 10, 2021, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Preliminary matters

At the hearing the Applicant explained that they had made the application because the Respondent was continuing to disturb other tenants. Since the application was filed the Respondent had vacated the rental unit. The Applicant is now seeking an order for payment of expenses related to repairing damages and cleaning.

Previous order

Rental Officer Order #16940 was issued September 10, 2020, ordering the Respondent's eviction on September 30, 2020. In making their decision, the Rental Officer found that the tenancy had been terminated according to the Act on March 31, 2020.

At the hearing I asked the Applicant's representative why the eviction order had not been acted upon. They were not able to testify to this, however, they could confirm that the Respondent had vacated the rental premises on June 4, 2021.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement for subsidized public housing commencing on February 10, 2017. I am satisfied this agreement was terminated in accordance with the Act on March 31, 2020, and the tenant remained in occupancy as an overholding tenant until they vacated the rental premises on June 4, 2021.

Rental arrears

The lease balance statements entered into evidence represent the Landlord's accounting of monthly subsidized rents and payments received against the Respondent's rent account. The Applicant had provided updated lease balance statements up to August 23, 2021. According to the most recent statement the Applicant continued to charge subsidized rent of \$80 per month to the end of the tenancy. The Respondent owed \$90 in rental arrears.

I am satisfied the updated lease balance statement accurately reflects the current status of payments made against the Respondent's rent account. I find at the end of their tenancy the Respondent had outstanding rental arrears totalling \$90.

Damages and uncleanliness

Work orders, invoices, and the entry inspection report were provided in support of the Applicant's claim against the Respondent. At the hearing I pointed out the exit inspection report was not provided. The Applicant testified that an exit inspection had been carried out and they would provide a copy of the report. I reserved my decision at that time in order to receive and review the exit inspection report along with proof that the Respondent had also received a copy.

The following charges for repairs and cleaning were claimed by the Applicant:

\$25.00	clean up spilt wine on entry carpet;
\$35.99	to replace missing globe on light fixture;
\$390.75	to remove garbage and items from the rental unit - the Applicant testified that the items removed were believed to be worthless, and prior to removing them and taking them to the dump, the Respondent was given an opportunity to remove anything they wanted to. The Respondent did come and remove some items; and
<u>\$256.00</u>	for cleaning;
<u>\$707.74</u>	Total

After the hearing on August 25, 2021, the Rental Office received a copy of a letter to the Respondent that included the latest lease balance statement, a copy of the exit inspection report (identified as the check-in report but dated June 4, 2021, and understood to be the exit inspection report), and photos of the condition of the unit. In the letter dated and mailed to the Respondent August 25, 2021, the Applicant states after further review they have reconsidered the charge for the missing globe of \$35.99 and have removed that charge.

I am satisfied the exit inspection report and photos support the Applicant's claim for expenses related to repairing damages and cleaning. Once the charge of \$35.99 is deducted, I find that the Respondent currently owes a total of \$671.75 for costs of repairing damages and cleaning.

Security deposit

According to the Applicant's testimony the security deposit and interest at the end of the tenancy was \$501.34. When this amount is applied against the rental arrears of \$90, there is a remaining credit of \$411.34 that can be applied against the costs of repairs and cleaning. This leaves a remaining balance owing of \$260.41 for costs of repairing damages and cleaning.

Order

An order will issue requiring the Respondent to pay costs for repairing damages and cleaning in the amount of \$260.41 (p. 42(3)(e), p. 45(4)(d)).

Janice Laycock
Rental Officer