

IN THE MATTER between **OA**, Applicant, and **NT**, 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:

**OA**

Applicant/Landlord

-and-

**NT**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 31, 2021

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

**Appearances at Hearing:** OA, Applicant

**Date of Decision:** September 3, 2021

### **REASONS FOR DECISION**

The Respondent was served with a notice of attendance sent by email and deemed served on August 19, 2021. The Respondent failed to appear at the hearing and the hearing was held in her absence. Shortly after the hearing commenced, difficulties were encountered with the teleconference system resulting in the disconnection of the parties. The Applicant contacted the Rental Office and another attempt was made to connect via the teleconference system. This also failed and the hearing officer contacted the Applicant by phone and conducted the hearing. The Respondent did not contact the Rental Office before or after the hearing. In my opinion, despite the technical difficulties encountered, the Respondent was provided with ample opportunity to participate in the hearing and hearing the matter in her absence was justified.

The parties entered into a written 3-month term tenancy agreement commencing on June 15, 2020, which was renewed on a monthly basis on expiry. The rent for the premises was \$750 per month and the Respondent provided a security deposit of \$375. The Respondent was responsible for water, electricity, and fuel during the term. There was no inspection report completed at the commencement of the tenancy.

Rental Officer Order #17086 issued December 4, 2020, ordered the Respondent to pay rent arrears of \$2,250 and terminated the tenancy agreement pursuant to paragraph 41(4)(c) of the *Residential Tenancies Act* (the Act) on January 15, 2021, unless the rent arrears and the January 2021 rent was paid. The order also unconditionally terminated the tenancy agreement pursuant to subparagraph 58(1.1)(a)(i) on February 28, 2021.

The Applicant testified that the Respondent abandoned the premises on or about December 18, 2020, without informing the Applicant. The Applicant alleged that the Respondent had failed to pay the full amount of rent and had damaged the property. The Applicant sought an order requiring the Respondent to pay the alleged rent arrears and repair costs.

No check-out inspection report was completed. There is no evidence that a statement of the security deposit was completed in accordance with section 17. It was not until March 18, 2021, that the Applicant provided an email to the Respondent outlining the disposition of the security deposit, rent arrears, and repair costs.

The March 18<sup>th</sup> email set out the following:

Security deposit	(\$375.00)
Rent arrears (Oct., Nov., Dec.)	\$2,250.00
Cleaning (27 hours @\$30/hour)	\$810.00
Repair frozen pipes/plumbing	\$950.00
Window replacement (estimate)	<u>\$2,000.00</u>
Total	<u>\$5,760.00</u>

The Applicant sought relief in that amount.

Clearly, the addition is incorrect. The total should be \$5,635. The Respondent replied to the email stating, "I would like to see the receipts." There is no evidence that any receipts were provided to the Respondent. No receipts were provided with the application.

#### Rent arrears

The previous order was for unpaid rents in October, November, and December 2020. The rent arrears sought by the Applicant are also for these months. The Applicant already has an order for this relief. No additional order is necessary.

#### Repair costs

The Applicant stated that the premises are heated entirely by wood heat and that the plumbing repairs were made necessary because the Respondent abandoned the premises without any notice, leaving the house to freeze. The Applicant stated that supply lines, the pump, the hot water tank, and the water holding tank had all been damaged. No receipts or photographs of the damage were provided although the Applicant stated she had invoices from the plumber. I provided two days' grace to the Applicant to provide this evidence, but no evidence was forthcoming. In my opinion it is not reasonable to provide relief for repair costs unless there is reasonable evidence that the costs were incurred and the work done. The request for relief is denied. No order shall issue for the plumbing repairs.

The Applicant testified that cleaning was required to clean floors, vacuum, steam clean, clean the appliances and the bathroom, and wash both drywall and log walls. No check-out inspection report or photographs were provided as evidence of the cleanliness of the house at the termination of the tenancy. I am therefore unable to determine if the condition of the house warranted the degree of cleaning done. As well, the Applicant stated that the cleaning was performed by several people but no invoices or receipts for payment were provided. In my opinion, it is not reasonable to issue an order for cleaning unless the requirement for cleaning is demonstrated, the costs are reasonable, and the work is done. The request for relief is denied. No order shall issue for cleaning costs.

The Applicant stated that the window replacement costs were just an estimate and that the window had been secured. The request for relief was withdrawn.

Because there is no requirement for an order for rent arrears and the request for repair and cleaning costs is denied, no order shall issue in this matter.

Dated at the city of Yellowknife in the Northwest Territories this 3<sup>rd</sup> day of September 2021.

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Hal Logsdon  
Rental Officer