

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

SM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **October 13, 2021**

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

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

Date of Decision: **October 20, 2021**

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of the NTHC as the Applicant/Landlord against SM as the Respondent/Tenant was filed by the Rental Office August 30, 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 signed for October 4, 2021.

The Applicant alleged the Respondent 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 and payment of the costs for repairs and cleaning.

A hearing was held October 13, 2021, by three-way teleconference. AH appeared representing the Applicant. SM was served with notice of the hearing by registered mail signed for October 4, 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 *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing October 18, 2018. The tenant vacated the rental premises, ending the tenancy October 31, 2020. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Exceeding time limitation

Subsection 68(1) of the Act requires an application be made within six months of when the issue arose or the end of the tenancy. The Applicant provided evidence that efforts were made on several occasions since the end of this tenancy to communicate with the Respondent regarding the issues raised. An extension to the time for making the application was granted at hearing pursuant to subsection 68(3) of the Act as I was satisfied it would not be unfair to do so.

Rental arrears

The lease balance statement entered into evidence represents the Landlord's accounting of monthly subsidized rents and payments received against the Respondent's rent account. All rents up to and including June 2020 were subsidized and last assessed at \$160. All rents for June to October 2020 were unsubsidized and charged at the maximum monthly rent of \$1,625 due to the Respondent's failure to report the total household income as required. No payments were made in six of the last 11 months of the tenancy. The last payment received against the rent account was recorded in August 2020.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondent has accumulated rental arrears in the amount of \$6,422, which represents approximately four months' unsubsidized rent. The security deposit of \$1,002.03 was appropriately retained by the Applicant against the rental arrears and will be accounted for in an order to pay the rental arrears.

Repairs and cleaning

An entry inspection was not conducted for this tenancy agreement. A mid-tenancy inspection was conducted on September 13, 2019, and that report was provided. The exit inspection report conducted November 2, 2020, was also provided, along with photographs, work orders, and invoices in support of the following claims:

Replace kitchen window	\$390.37
Replace kitchen window screen	\$60.38
Replace two interior doors	\$368.00
Cleaning throughout	\$288.00
Removal and disposal of items, garbage, and debris from yard	\$510.00
Total	\$1,616.75

The Applicant provided evidence confirming that the kitchen window had been broken from inside the rental premises and that the window screen was not there. I am satisfied the Respondent is responsible for the damaged kitchen window and missing window screen.

The Applicant provided evidence confirming that the two interior doors being claimed are the bathroom door and the master bedroom door. The exit inspection report documents holes in both doors at the end of the tenancy. The mid-tenancy inspection report documents that the bathroom door was new and that the master bedroom door had a hole in it. Supplementary evidence provided by the Applicant's maintenance foreman confirmed that when he repaired the bathroom door in August 2018 the master bedroom door was not damaged. I am satisfied the Respondent is responsible for the damaged bathroom and master bedroom doors.

The exit inspection report and photographs support the Applicant's claim that the rental premises was not left in an ordinary state of cleanliness. I am satisfied the Respondent is responsible for the uncleanliness of the rental premises.

The Applicant provided evidence confirming that there were large items left in the yard when the Respondent vacated. At the time of the exit inspection the yard was already covered in a layer of snow, rendering the Landlord unable to clean the yard until the snow melted in the Spring. The Landlord did not in fact clean out the yard until September 2021, despite having the opportunity to do so before the new Tenant moved in on July 23, 2021. I would agree with the Applicant's representative, however, that it is unlikely that items would have been added to the yard after the Respondent vacated, and anything that the new Tenant had in the yard would not have been disposed of with the items left behind by the Respondent. Additionally, the amount claimed for removal and disposal is not unreasonable given the number of items and debris that are visible in the photographs. I am satisfied the Respondent left garbage, debris, and items in the yard which required disposal.

I find the Respondent liable to the Applicant for the costs of repairs and cleaning in the total amount of \$1,616.75.

Orders

An order will issue requiring the Respondent to pay rental arrears in the amount of \$5,419.97 (p. 41(4)(a)) and to pay the costs of repairs and cleaning in the amount of \$1,616.75 (p. 42(3)(e), p. 45(4)(d)).

Adelle Guigon
Rental Officer