

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

EB

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 18, 2022
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	PS, representing the Applicant
<u>Date of Decision:</u>	January 19, 2022

REASONS FOR DECISION

An application to a rental officer made by YHA as the Applicant/Landlord against EB as the Respondent/Tenant was filed by the Rental Office December 10, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was sent to the Respondent by email deemed received and served December 25, 2021, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The Applicant alleged the Respondent had caused damages to the rental premises and left the rental premises in an unclean condition. An order was sought for payment of the costs for repairs and cleaning.

A hearing was held January 18, 2022, by three-way teleconference. PS appeared representing the Applicant. EB was sent notice of the hearing by email deemed received and served December 25, 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 August 17, 2020. The Respondent abandoned the rental premises, ending the tenancy on or before November 12, 2021. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Damages and uncleanliness

The entry and exit inspection reports, a statement of damages, photographs, and an invoice from Best Movers for removal and disposal of abandoned personal property and other items were provided in support of the Applicant's claim for the following repairs and cleaning:

Removal/disposal of abandoned personal property, other items	\$1,094.76
Cleaning throughout	\$600.00
Repair holes in wall	\$120.00
Replace broken receptacle cover	\$10.00
Replace refrigerator	\$999.99

Replace 2 sink stoppers	\$20.00
Replace 1 missing window screen	\$60.00
Repair bathroom door handle	\$30.00
Replace toilet paper holder	\$60.00
Reinstall 2 smoke detectors	\$60.00
Sub-total	\$3,054.75
10% Admin Fee	\$305.48
5% GST	\$168.01
Total	\$3,528.24

The exit inspection of the rental premises was done on December 6, 2021.

An invoice was provided after the hearing for the actual costs of cleaning the rental premises in the amount of \$425. That invoice included costs for time spent trying to clean the fridge.

The Respondent had left an unwrapped animal carcass in the fridge's freezer. When the electricity services were discontinued the carcass thawed and went bad, and the odours and juices seeped into and out of the fridge. The resulting mess on the floor was successfully cleaned up, but the fridge's freezer was not. The cleaner's efforts to remove the odour of rotting meat from the fridge were unsuccessful, and as a result the fridge could no longer be used. A work order was provided documenting 2 hours of labour to remove and dispose of the fridge, with the associated labour costs amounting to \$131.26, which are not accounted for in the Applicant's statement of damages.

The Applicant's claim of \$999.99 to replace the fridge is the total actual cost of a new fridge and does not account for depreciation. The Applicant confirmed that the rental premises had been fully renovated after a fire in 2020, and a new fridge was included in the renovations which were completed August 12, 2020 – five days before the Respondent's tenancy started. Accounting for the age of the fridge at the end of the Respondent's tenancy being 1.25 years old, and an average useful life of 15 years for refrigerators, the depreciated value of the unused years for this fridge amounts to \$916.99.

I am satisfied the Respondent is responsible for all the claimed damages and uncleanliness. I am satisfied the proven costs of cleaning of \$425, the depreciated costs of replacing the fridge related labour costs for removal and disposal totalling \$1,048.25, and each of the costs claimed for the remaining repairs are reasonable.

The security deposit of \$1,625.40 was appropriately retained by the Applicant at the end of the tenancy against the costs of repairs. Including the security deposit credit, I find the Respondent liable to the Applicant for costs of repairs and cleaning as follows:

Removal/disposal of items, garbage, debris	\$1,094.76
Cleaning throughout	\$425.00
Repair holes in wall	\$120.00
Replace broken receptacle cover	\$10.00
Dispose and replace refrigerator (depreciated)	\$1,048.25
Replace 2 sink stoppers	\$20.00
Replace 1 missing window screen	\$60.00
Repair bathroom door handle	\$30.00
Replace toilet paper holder	\$60.00
Reinstall 2 smoke detectors	\$60.00
Sub-total	\$2,928.01
10% Admin Fee	\$292.80
5% GST	\$161.04
Total	\$3,381.85
Less Security Deposit	\$1,625.40
Remaining Balance	\$1,756.45

Order

An order will issue requiring the Respondent to pay the Applicant for the remaining balance of costs for repairs and cleaning in the amount of \$1,756.45 (p. 42(3)(e), p. 45(4)(d)).

Adelle Guigon
Rental Officer