

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

MM

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	February 22, 2022
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	AS, representing the Applicant
<u>Date of Decision:</u>	February 25, 2022

REASONS FOR DECISION

The Respondent was sent a notice of attendance by registered mail. A notice was provided to the Respondent indicating where the item could be picked up but the item remains in the post office. The Respondent was also left a voice mail message indicating that the item was available for pick-up. The Respondent failed to appear at the hearing. In my opinion, it is not unreasonable to deem the notice served pursuant to section 71 of the *Residential Tenancies Act* (the Act). The hearing proceeded in the absence of the Respondent.

The tenancy agreement between the parties was monthly and commenced on March 1, 2016. A security deposit of \$1,200 was paid in full. The parties conducted an inspection of the premises and an inspection report was signed by both parties. The premises were in good condition. The premises are subsidized public housing.

The tenancy agreement was terminated on November 30, 2019, by Rental Officer Order #16606 and an eviction order became effective on December 1, 2019. The Respondent failed to give up possession of the premises and was evicted on June 22, 2021.

The Applicant conducted a check-out inspection. The Respondent did not attend. A check-out inspection report was completed.

The Applicant retained the security deposit and accrued interest of \$1,202.97, applying it against costs of repairs of alleged damages of \$3,248.36 and against rent arrears and compensation for use and occupation after the tenancy was terminated of \$28,432, leaving a balance owing to the Applicant of \$30,477.39. The Applicant sought relief in that amount.

The Applicant provided work orders and invoices documenting each repair of the alleged damages.

Rent and compensation for lost rent

The Respondent was charged rent based on his household income up to and including November 2019. After that date, the Applicant continued to charge the rent geared to income for a number of months although they were entitled to charge the full unsubsidized rent. Nevertheless, all monthly charges after November 30, 2019, are considered compensation for use and occupation as the tenancy agreement had ended. I find rent arrears of \$300 and compensation for lost rent of \$28,132.

Repairs of damages

Having reviewed the work orders and invoices for the various repairs, I find the following work was made necessary due to the Respondents negligence and I find the associated repair costs totalling \$1,306.38 reasonable.

WO #296139 - \$111.30	Removing pins, tape and screws from walls and windows; filling holes.
WO #296132 - \$111.30	Repairing drywall damage.
WO #296142 - \$111.30	Removing sticky and coloured stains from floor.
WO #296104 - \$76.42	Replace damaged track - bifold door.
WO #296286 - \$27.83	Replace missing door handle, hallway closet.
WO #296259 - \$162.96	Replace missing window screens.
WO #296103 - \$81.14	Replace damage guides on bedroom closet doors.
WO #296326 - \$146.92	Replace cook top knobs; repair switches.
WO #296258 \$88.24	Replace fan timer.
WO #297022 \$157.50	Cleaning unit.
WO #296362 \$230.47	50% of the cost for disposing of items unsafe or unsanitary to store or of no value.

The remaining costs sought by the Applicant of \$1,941.98 relate directly to the removal, storage, and return of personal property left in the rental premises after the Respondent was evicted. The Applicant stated that they incurred costs to pack and remove the Respondents personal items and paid rent for a storage container in which to safely store the goods. An inventory was filed with the Rental Office in accordance with the Act and at the end of the mandatory storage period, the goods were delivered to the Respondent without charge.

Sections 64, 65, and 66 of the Act set out the provisions for dealing with tenant property left in rental premises after the tenant has vacated. They include provisions for the demand of removal and storage costs from the former tenant prior to the return of the property, as well as the sale of the property and retention of proceeds to offset the costs of removal and storage. There are no provisions in the Act for the issuance of an order requiring the tenant to pay these costs to the landlord. Accordingly, relief for these costs is denied.

An order shall issue requiring the Respondent to pay the Applicant rent arrears of \$300, compensation for use and occupation of \$28,132, and repair costs of \$1,306.38.

Hal Logsdon
Rental Officer