

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

AB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 23, 2022

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MB, representing the Applicant

Date of Decision: March 25, 2022

REASONS FOR DECISION

An application to a rental officer made by the FPHA on behalf of the NTHC as the Applicant/Landlord against AB as the Respondent/Tenant was filed by the Rental Office December 20, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Providence, Northwest Territories. The filed application was served on the Respondent by registered mail on February 17, 2022.

The Applicant claimed the Respondent, a former tenant, had accumulated rental arrears during their tenancy and was responsible for damages. An order was sought for payment of rental arrears and payment of tenant damages.

A hearing was scheduled for January 19, 2022, but was cancelled to allow the Applicant more time to serve the Respondent. After proof of service was provided to the Rental Office the hearing was rescheduled and held March 23, 2022, by three-way teleconference. MB appeared at the hearing representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent was provided notice of the hearing by registered mail deemed served on March 1, 2022, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was provided establishing a tenancy agreement for subsidized public housing for the period from April 6, 2021, to June 30, 2022. According to the Applicant the Respondent sent a text message at the end of July indicating their intention to move out by the end of August 2022 and had vacated the rental premises just prior to August 31, 2022. I am satisfied a valid tenancy agreement was in place in accordance with the Act and that the tenancy ended August 31, 2022.

Rental arrears

The lease balance statement represents the Landlord's accounting of monthly rents and payments received against the Respondents' rent account. According to the statement the subsidized rent was assessed at \$150 per month at the beginning of their tenancy and was re-assessed to \$1,230 beginning in July 2021. According to the statement that was included in the filed application, the rent owing at the end of their tenancy was \$2,543. When the security deposit of \$754.10, including interest, is applied against the rental arrears the remaining balance amounts to \$1,788.90. The Applicant testified at the hearing that no further payments had been received since the statement was printed on November 19, 2021.

I am satisfied the lease balance statement accurately reflects the current status of the rental account. I find the Respondent has rental arrears totalling \$1,788.90.

Tenant damages

The Applicant had claimed the following costs associated with repairs of damages. At the hearing I reserved my decision in order to review the evidence in light of the entry and exit reports and the testimony of the Applicant:

1. \$49.78 - replace deadbolt - invoice 387666 - work order TD302000

This amount included labour for \$17.42, materials for \$29.99, and GST of \$2.37, totalling \$49.78. As this charge was not included in the items claimed as part of the exit inspection, I asked why this work was done. The Applicant testified that the Respondent had left their keys with someone who was moving their possessions for them. The key was not returned to the Landlord and someone used it to move into the empty rental premises. As a result, the Landlord had to change the lock. This invoice has been provided to the Respondent and the Applicant has not received any payment against this amount.

2. \$2,331.04 - damages including patching and painting of interior walls - invoice 387669 - work order TD 302000

This amount includes repairs that were carried out after the exit inspection. In addition the invoice and work order, copies of the entry and exit inspection reports were provided as evidence. The Applicant testified at the hearing that the Respondent received the invoice but has not made any payments against this amount.

The work order includes \$1,943.44 for labour and \$276.60 for materials. The work order does not break down the hours according to repairs carried out. When examining the materials claimed I found that most did not correlate with the exit inspection report and could not be explained by the Applicant:

- \$77.69 - M&R - lav faucet - damages not noted on exit inspection report, no supporting evidence - denied;
- \$30.99 - passage - bronze Beverly door knob set - damages not noted on the exit inspection report, no supporting evidence - denied;
- \$100.47 for paint, foam brush, masking tape - the exit inspection report does not detail any damages to the walls that would require painting, no supporting evidence - denied;

- \$67.45 for receptacles, plates, basket strainers - the inspection report flags electrical plates in the living area and the master bedroom, as well as a light cover in the kitchen, but does not reference missing basket strainers. Charges related to the basket strainers are denied. I estimated the costs of the electrical plates and light cover at \$20 and associated labour at 1 hour at a rate of \$35 per hour for a total of \$55.

The above approved costs for repairs of damages the total \$104.78.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears totalling \$1,788.90 (p. 41(4)(a)); and
- requiring the Respondent to pay expenses associated with repairs of damages totalling \$104.78 (p. 42(3)(e)).

Janice Laycock
Rental Officer

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

AB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 23, 2022

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MB, representing the Applicant

Date of Decision: March 25, 2022

REASONS FOR DECISION

An application to a rental officer made by the FPHA on behalf of the NTHC as the Applicant/Landlord against AB as the Respondent/Tenant was filed by the Rental Office December 20, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Providence, Northwest Territories. The filed application was served on the Respondent by registered mail on February 17, 2022.

The Applicant claimed the Respondent, a former tenant, had accumulated rental arrears during their tenancy and was responsible for damages. An order was sought for payment of rental arrears and payment of tenant damages.

A hearing was scheduled for January 19, 2022, but was cancelled to allow the Applicant more time to serve the Respondent. After proof of service was provided to the Rental Office the hearing was rescheduled and held March 23, 2022, by three-way teleconference. MB appeared at the hearing representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent was provided notice of the hearing by registered mail deemed served on March 1, 2022, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was provided establishing a tenancy agreement for subsidized public housing for the period from April 6, 2021, to June 30, 2022. According to the Applicant the Respondent sent a text message at the end of July indicating their intention to move out by the end of August 2022 and had vacated the rental premises just prior to August 31, 2022. I am satisfied a valid tenancy agreement was in place in accordance with the Act and that the tenancy ended August 31, 2022.

Rental arrears

The lease balance statement represents the Landlord's accounting of monthly rents and payments received against the Respondents' rent account. According to the statement the subsidized rent was assessed at \$150 per month at the beginning of their tenancy and was re-assessed to \$1,230 beginning in July 2021. According to the statement that was included in the filed application, the rent owing at the end of their tenancy was \$2,543. When the security deposit of \$754.10, including interest, is applied against the rental arrears the remaining balance amounts to \$1,788.90. The Applicant testified at the hearing that no further payments had been received since the statement was printed on November 19, 2021.

I am satisfied the lease balance statement accurately reflects the current status of the rental account. I find the Respondent has rental arrears totalling \$1,788.90.

Tenant damages

The Applicant had claimed the following costs associated with repairs of damages. At the hearing I reserved my decision in order to review the evidence in light of the entry and exit reports and the testimony of the Applicant:

1. \$49.78 - replace deadbolt - invoice 387666 - work order TD302000

This amount included labour for \$17.42, materials for \$29.99, and GST of \$2.37, totalling \$49.78. As this charge was not included in the items claimed as part of the exit inspection, I asked why this work was done. The Applicant testified that the Respondent had left their keys with someone who was moving their possessions for them. The key was not returned to the Landlord and someone used it to move into the empty rental premises. As a result, the Landlord had to change the lock. This invoice has been provided to the Respondent and the Applicant has not received any payment against this amount.

2. \$2,331.04 - damages including patching and painting of interior walls - invoice 387669 - work order TD 302000

This amount includes repairs that were carried out after the exit inspection. In addition the invoice and work order, copies of the entry and exit inspection reports were provided as evidence. The Applicant testified at the hearing that the Respondent received the invoice but has not made any payments against this amount.

The work order includes \$1,943.44 for labour and \$276.60 for materials. The work order does not break down the hours according to repairs carried out. When examining the materials claimed I found that most did not correlate with the exit inspection report and could not be explained by the Applicant:

- \$77.69 - M&R - lav faucet - damages not noted on exit inspection report, no supporting evidence - denied;
- \$30.99 - passage - bronze Beverly door knob set - damages not noted on the exit inspection report, no supporting evidence - denied;
- \$100.47 for paint, foam brush, masking tape - the exit inspection report does not detail any damages to the walls that would require painting, no supporting evidence - denied;

- \$67.45 for receptacles, plates, basket strainers - the inspection report flags electrical plates in the living area and the master bedroom, as well as a light cover in the kitchen, but does not reference missing basket strainers. Charges related to the basket strainers are denied. I estimated the costs of the electrical plates and light cover at \$20 and associated labour at 1 hour at a rate of \$35 per hour for a total of \$55.

The above approved costs for repairs of damages the total \$104.78.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears totalling \$1,788.90 (p. 41(4)(a)); and
- requiring the Respondent to pay expenses associated with repairs of damages totalling \$104.78 (p. 42(3)(e)).

Janice Laycock
Rental Officer

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

AB

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	March 23, 2022
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	MB, representing the Applicant
<u>Date of Decision:</u>	March 25, 2022

REASONS FOR DECISION

An application to a rental officer made by the FPHA on behalf of the NTHC as the Applicant/Landlord against AB as the Respondent/Tenant was filed by the Rental Office December 20, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Providence, Northwest Territories. The filed application was served on the Respondent by registered mail on February 17, 2022.

The Applicant claimed the Respondent, a former tenant, had accumulated rental arrears during their tenancy and was responsible for damages. An order was sought for payment of rental arrears and payment of tenant damages.

A hearing was scheduled for January 19, 2022, but was cancelled to allow the Applicant more time to serve the Respondent. After proof of service was provided to the Rental Office the hearing was rescheduled and held March 23, 2022, by three-way teleconference. MB appeared at the hearing representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent was provided notice of the hearing by registered mail deemed served on March 1, 2022, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was provided establishing a tenancy agreement for subsidized public housing for the period from April 6, 2021, to June 30, 2022. According to the Applicant the Respondent sent a text message at the end of July indicating their intention to move out by the end of August 2022 and had vacated the rental premises just prior to August 31, 2022. I am satisfied a valid tenancy agreement was in place in accordance with the Act and that the tenancy ended August 31, 2022.

Rental arrears

The lease balance statement represents the Landlord's accounting of monthly rents and payments received against the Respondents' rent account. According to the statement the subsidized rent was assessed at \$150 per month at the beginning of their tenancy and was re-assessed to \$1,230 beginning in July 2021. According to the statement that was included in the filed application, the rent owing at the end of their tenancy was \$2,543. When the security deposit of \$754.10, including interest, is applied against the rental arrears the remaining balance amounts to \$1,788.90. The Applicant testified at the hearing that no further payments had been received since the statement was printed on November 19, 2021.

I am satisfied the lease balance statement accurately reflects the current status of the rental account. I find the Respondent has rental arrears totalling \$1,788.90.

Tenant damages

The Applicant had claimed the following costs associated with repairs of damages. At the hearing I reserved my decision in order to review the evidence in light of the entry and exit reports and the testimony of the Applicant:

1. \$49.78 - replace deadbolt - invoice 387666 - work order TD302000

This amount included labour for \$17.42, materials for \$29.99, and GST of \$2.37, totalling \$49.78. As this charge was not included in the items claimed as part of the exit inspection, I asked why this work was done. The Applicant testified that the Respondent had left their keys with someone who was moving their possessions for them. The key was not returned to the Landlord and someone used it to move into the empty rental premises. As a result, the Landlord had to change the lock. This invoice has been provided to the Respondent and the Applicant has not received any payment against this amount.

2. \$2,331.04 - damages including patching and painting of interior walls - invoice 387669 - work order TD 302000

This amount includes repairs that were carried out after the exit inspection. In addition the invoice and work order, copies of the entry and exit inspection reports were provided as evidence. The Applicant testified at the hearing that the Respondent received the invoice but has not made any payments against this amount.

The work order includes \$1,943.44 for labour and \$276.60 for materials. The work order does not break down the hours according to repairs carried out. When examining the materials claimed I found that most did not correlate with the exit inspection report and could not be explained by the Applicant:

- \$77.69 - M&R - lav faucet - damages not noted on exit inspection report, no supporting evidence - denied;
- \$30.99 - passage - bronze Beverly door knob set - damages not noted on the exit inspection report, no supporting evidence - denied;
- \$100.47 for paint, foam brush, masking tape - the exit inspection report does not detail any damages to the walls that would require painting, no supporting evidence - denied;

- \$67.45 for receptacles, plates, basket strainers - the inspection report flags electrical plates in the living area and the master bedroom, as well as a light cover in the kitchen, but does not reference missing basket strainers. Charges related to the basket strainers are denied. I estimated the costs of the electrical plates and light cover at \$20 and associated labour at 1 hour at a rate of \$35 per hour for a total of \$55.

The above approved costs for repairs of damages the total \$104.78.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears totalling \$1,788.90 (p. 41(4)(a)); and
- requiring the Respondent to pay expenses associated with repairs of damages totalling \$104.78 (p. 42(3)(e)).

Janice Laycock
Rental Officer

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

AB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 23, 2022

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MB, representing the Applicant

Date of Decision: March 25, 2022

REASONS FOR DECISION

An application to a rental officer made by the FPHA on behalf of the NTHC as the Applicant/Landlord against AB as the Respondent/Tenant was filed by the Rental Office December 20, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Providence, Northwest Territories. The filed application was served on the Respondent by registered mail on February 17, 2022.

The Applicant claimed the Respondent, a former tenant, had accumulated rental arrears during their tenancy and was responsible for damages. An order was sought for payment of rental arrears and payment of tenant damages.

A hearing was scheduled for January 19, 2022, but was cancelled to allow the Applicant more time to serve the Respondent. After proof of service was provided to the Rental Office the hearing was rescheduled and held March 23, 2022, by three-way teleconference. MB appeared at the hearing representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent was provided notice of the hearing by registered mail deemed served on March 1, 2022, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was provided establishing a tenancy agreement for subsidized public housing for the period from April 6, 2021, to June 30, 2022. According to the Applicant the Respondent sent a text message at the end of July indicating their intention to move out by the end of August 2022 and had vacated the rental premises just prior to August 31, 2022. I am satisfied a valid tenancy agreement was in place in accordance with the Act and that the tenancy ended August 31, 2022.

Rental arrears

The lease balance statement represents the Landlord's accounting of monthly rents and payments received against the Respondents' rent account. According to the statement the subsidized rent was assessed at \$150 per month at the beginning of their tenancy and was re-assessed to \$1,230 beginning in July 2021. According to the statement that was included in the filed application, the rent owing at the end of their tenancy was \$2,543. When the security deposit of \$754.10, including interest, is applied against the rental arrears the remaining balance amounts to \$1,788.90. The Applicant testified at the hearing that no further payments had been received since the statement was printed on November 19, 2021.

I am satisfied the lease balance statement accurately reflects the current status of the rental account. I find the Respondent has rental arrears totalling \$1,788.90.

Tenant damages

The Applicant had claimed the following costs associated with repairs of damages. At the hearing I reserved my decision in order to review the evidence in light of the entry and exit reports and the testimony of the Applicant:

1. \$49.78 - replace deadbolt - invoice 387666 - work order TD302000

This amount included labour for \$17.42, materials for \$29.99, and GST of \$2.37, totalling \$49.78. As this charge was not included in the items claimed as part of the exit inspection, I asked why this work was done. The Applicant testified that the Respondent had left their keys with someone who was moving their possessions for them. The key was not returned to the Landlord and someone used it to move into the empty rental premises. As a result, the Landlord had to change the lock. This invoice has been provided to the Respondent and the Applicant has not received any payment against this amount.

2. \$2,331.04 - damages including patching and painting of interior walls - invoice 387669 - work order TD 302000

This amount includes repairs that were carried out after the exit inspection. In addition the invoice and work order, copies of the entry and exit inspection reports were provided as evidence. The Applicant testified at the hearing that the Respondent received the invoice but has not made any payments against this amount.

The work order includes \$1,943.44 for labour and \$276.60 for materials. The work order does not break down the hours according to repairs carried out. When examining the materials claimed I found that most did not correlate with the exit inspection report and could not be explained by the Applicant:

- \$77.69 - M&R - lav faucet - damages not noted on exit inspection report, no supporting evidence - denied;
- \$30.99 - passage - bronze Beverly door knob set - damages not noted on the exit inspection report, no supporting evidence - denied;
- \$100.47 for paint, foam brush, masking tape - the exit inspection report does not detail any damages to the walls that would require painting, no supporting evidence - denied;

- \$67.45 for receptacles, plates, basket strainers - the inspection report flags electrical plates in the living area and the master bedroom, as well as a light cover in the kitchen, but does not reference missing basket strainers. Charges related to the basket strainers are denied. I estimated the costs of the electrical plates and light cover at \$20 and associated labour at 1 hour at a rate of \$35 per hour for a total of \$55.

The above approved costs for repairs of damages the total \$104.78.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears totalling \$1,788.90 (p. 41(4)(a)); and
- requiring the Respondent to pay expenses associated with repairs of damages totalling \$104.78 (p. 42(3)(e)).

Janice Laycock
Rental Officer