

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

**ATA**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>May 11, 2022</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>PS, representing the Applicant</b>
<b><u>Date of Decision:</u></b>	<b>May 16, 2022</b>

### **REASONS FOR DECISION**

An application to a rental officer made by the YHA on behalf of the NTHC as the Applicant/Landlord against ATA as the Respondent/Tenant was filed by the Rental Office April 7, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was deemed served on the Respondent by registered mail on April 20, 2022.

The Applicant alleged the Respondent, a former tenant, was responsible for tenant damages. An order was sought for payment of tenant damages.

A hearing was held on May 11, 2022 by three-way teleconference. PS appeared on behalf of the Applicant. The Respondent, ATA, did not appear nor did anyone appear on their behalf. The Respondent was provided notice of the hearing by registered mail, deemed served on April 20, 2022. As the Respondent failed to appear after receiving sufficient notice, under subsection 80(2) of the *Residential Tenancies Act* (the Act), the hearing proceeded in their absence.

At the hearing, I reserved my decision pending receipt of further information to support the tenant damages claimed. This information was provided to the Rental Office and the Respondent by email on May 11, 2022.

#### *Tenancy agreement*

Evidence was provided establishing a residential tenancy agreement for subsidized public housing commencing on June 20, 2019 and continuing month to month. This tenancy agreement was terminated on September 24, 2021 by notice of the Respondent.

I am satisfied a valid tenancy agreement was in place and was terminated on September 24, 2021 in accordance with the Act.

#### *Rental arrears*

The lease balance statement provided as evidence represents the Landlord's accounting of the monthly rents and payments received against the Respondent's rent account. According to this statement, at the end of their tenancy, the Tenant had rental arrears owing of \$1,092.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rental account and at the end of their tenancy they had outstanding rental arrears totalling \$1,092.

#### *Tenant damages*

The Applicant provided evidence, including the entry and exit inspection reports, photographs and a statement (dated February 15, 2022) detailing the cost for repairs including:

- \$110 - Kitchen - repair kitchen drawer and install a light bulb in the range. The photographs and inspection report both indicate the kitchen drawer was not properly closing and needed repair, including new hardware. At the hearing, I ask the Applicant to provide further evidence to support their claim that the repair of the kitchen draw was as a result of damages by the tenant and not ordinary wear and tear. On May 11, 2022 later on the date, the Applicant provided additional pictures of the cabinet drawer prior to the tenancy showing that it was working properly. The cabinet is obviously an older one and I am not convinced that the damages are not as a result of ordinary wear and tear. I deny the claim for \$100, but approve the \$10 claim for light bulbs.
- \$350 - Bathroom - patch and paint one wall and replace light bulbs - these charges are consistent with the inspection reports and photographs. I approve these charges.
- \$380 - Bedroom - replace slats on blind, patch and paint one wall, replace and install door stopper - these charges are consistent with the inspection reports and photographs and I approve these charges.

Total charges approved are \$740 + Administrative fee 10% \$74.00 + GST 5% \$40.70 = \$854.70.

I am satisfied the claims for tenant damages approved above are reasonable and supported by evidence and find the Respondent owes \$854.70 for expenses related to repair of tenant damages.

#### *Security deposit*

According to the statement to the Respondent, dated February 18, 2022, the security deposit with interest earned during the tenancy was \$1,626.30. When the rental arrears of \$1,092 are deducted, this leaves \$534.30 remaining. When this amount is deducted from the tenant damages owing of \$854.70, this leaves a further \$320.40 owing for repair of tenant damages that can be ordered.

Just as a note, although the cost for repairs was not determined until February 2022, the Applicant provided the inspection report to the Respondent on October 13, 2021 and then monthly notices to the Respondent with updates on their efforts.

#### *Orders*

An order will issue requiring the Respondent to pay expenses for repair of damages totalling \$320.40 (p.42(3)(e)).

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Janice Laycock  
Rental Officer