

IN THE MATTER between **NTHC**, Applicant, and **WC**, 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, regarding a rental premises located within the **city of Yellowknife in the Northwest Territories**.

BETWEEN:

NTHC

Applicant/Landlord

-and-

WC

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 6, 2022

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant

Date of Decision: July 6, 2022

REASONS FOR DECISION

An application to a rental officer made by the YHA on behalf of the NTHC as the Applicant/Landlord against WC as the Respondent/Tenant was filed by the Rental Office May 18, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondent by email, deemed served on June 2, 2022.

The Applicant claimed the Respondent was responsible for repair of damages and cleaning when they vacated the rental premises at the termination of their tenancy. An order was sought for the Respondent to pay costs for repair of damages and cleaning.

A hearing was scheduled and held by three-way teleconference on July 6, 2022. PS appeared representing the Applicant. The Respondent, WC, was served notice of the hearing by email deemed received on June 2, 2022, but did not appear at the hearing, nor did anyone appear on their behalf. The hearing proceeded in the Respondent's absence under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Previous order

Rental Officer Order # 17458 issued on February 25, 2022 ordered the Respondent:

1. to comply with their obligation to maintain ordinary cleanliness of the rental premises and not breach that obligation again;
2. to bring the rental premises to an ordinary state of cleanliness by March 31, 2022;
3. termination of the tenancy agreement on March 31, 2022 if the Respondent fails to comply with paragraph 2 of the order, and the Respondent must vacate the rental premises on or before that date; and
4. eviction on or after April 1, 2022 if the tenancy agreement is terminated in accordance with paragraph 3 of the order.

Tenancy agreement

Evidence was provided at this hearing establishing a tenancy agreement for subsidized public housing commencing on August 26, 2011 and continuing month to month.

At the hearing, the Applicant testified that after the previous order was issued and steps were not being taken to comply, the Respondent's family stepped in to help. They came up from British Columbia to assist their elderly relative. They helped move the Respondent and the majority of her possessions to British Columbia. The tenancy agreement was terminated on April 7, 2022, when the Respondent and their family turned over the rental premises to the Landlord.

I am satisfied a valid tenancy agreement was in place in accordance with the Act and that agreement was terminated on April 7, 2022 when the Respondent vacated the rental premises.

Tenant damages and cleaning

Under subsection 42(1) of the Act, a tenant is responsible for repairing damages to the rental premises, and under paragraph 42(3)(e), where a rental officer determines that a tenant has breached their obligation under this section they may make an order "requiring the tenant to pay any reasonable expenses directly associated with the repair or action". Further, under subsection 45(2) of the Act, a tenant shall maintain the rental premises in a state of ordinary cleanliness, and under paragraph 45(4)(d), where a rental officer determines that a tenant has breached their obligation under this section they may make an order "requiring the tenant to pay an reasonable expenses directly associated with the action" (cleaning).

The Applicant claimed expenses to replace the lock, totalling \$115.50 (including Admin fee 10% and GST 5%). At the hearing, the Applicant testified that it was necessary to replace the lock when the Respondent's family did not return the key. The Applicant provided a copy of the corresponding invoice #125147 for this charge dated April 8, 2022.

The Applicant also claimed expenses totalling \$3,655.52 related to repair of damages and cleaning required after the tenant vacated the rental premises. They provided as evidence photographs detailing the condition of the rental premises, the entry report, exit inspection report (carried out on April 11, 2022), estimates of repairs dated May 12, 2022 and a quote from the property owner dated June 28, 2022 confirming the work being carried out, as well invoices provided to the Tenant, and copies of invoices from Best Movers for their work to move some furniture to storage and remaining items to the dump. According to comments in the inspection report, the Respondent or their representatives were not present at the time of the exit inspection, as family members had COVID. This may explain why despite their efforts there was garbage left in the unit and it was unclean.

The expenses claimed for expenses related to repair of damages and cleaning after the Respondent vacated the rental premises include:

- \$1,359.95 - moving furniture to storage and remove garbage left behind - supported by photographs, Best Movers Invoices #9622 and #9684 and Work Order 327939;
- \$440 - unit cleaning by Applicant's staff - photographs and inspection report support this charge;
- \$75 - replace front doorknob - photographs show badly dented doorknob, noted in inspection report;
- \$100 - replace broken receptacles - consistent with inspection report and photographs;
- \$330 - patch and paint dining/living room - photographs and inspection report support this charge;
- \$40 - replace three stoppers - bathroom sink and bathtub and the sink stopper in the kitchen - supported by inspection report;
- \$150 - replace broken toilet roll holder and towel bar - consistent with photographs and inspection report;
- \$250 - reinstall three closet doors off their hinges, as well as one bedroom door which was off the hinges - supported by photographs and inspection report
- \$210 - replace missing and broken blind slats - supported by inspection report and photographs;
- \$10 - replace light bulb - responsibility of tenant; and
- \$100 - repair broken wooden radiator covers - consistent with photographs and inspection report.

Subtotal	\$ 3,064.95
Admin 10%	\$ 306.49
GST 5%	\$ <u>168.57</u>
TOTAL	\$ 3,540.01

The Applicant has also claimed \$100 to repair a kitchen cabinet door which was off the hinge. This item is not referenced in the exit inspection report, but the entry inspection report references "Cabinets - some off hinges, gouges in doors and paint off in spots". At the hearing, I questioned the Applicant about this charge and they asked that it be removed from the claim.

The revised total for both the claim for cleaning and repair of damages after the tenant vacated the rental premises and the previous charge for replacement of the lock is \$3,655.51. I am satisfied based on the evidence and testimony of the Applicant that these charges are reasonable.

The Applicant provided as evidence a lease balance statement detailing charges and payments to the Respondent's rent account at the end of their tenancy. According to this statement, at the end of their tenancy the Respondent had a credit on their account of \$311.00. Once this credit is deducted from the amount owing for cleaning and repair of damages, the revised amount owing is \$3,344.51.

The Applicant also provided a copy of the final statement sent to the Respondent on May 13, 2022. According to this statement a security deposit of \$1,025 was paid earning \$4.94 in interest. Once the security deposit with interest of \$1,029.94 is applied against the revised amount owing for cleaning and repair of damages, I find the Respondent responsible for expenses totalling **\$2,314.57**.

Orders

An order will issue requiring the Respondent to pay the Applicant a total of \$2,314.57 for expenses related to repair of damages and cleaning (p. 42(3)(3) and p. 45(4)(d)).

Janice Laycock
Rental Officer