

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

DM

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	August 24, 2022
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	PS, representing the Applicant
<u>Date of Decision:</u>	August 24, 2022

REASONS FOR DECISION

An application to a rental officer made by the YHA on behalf of the NTHC as the Applicant/Landlord against DM as the Respondent/Tenant was filed by the Rental Office on 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 registered mail on June 10, 2022.

The Applicant claimed the Respondent had rental arrears owing at the end of their tenancy and was responsible for tenant damages and cleaning. An order was sought for payment of rental arrears and expenses related to repair of tenant damages and cleaning.

A hearing was scheduled for July 6, 2022, but was cancelled because of technical issues with the phone service in the Northwest Territories. Another hearing was scheduled for August 24, 2022 by three-way teleconference. PS appeared representing the Applicant. The Respondent did not appear nor did anyone appear on their behalf. As the Respondent received notice of the hearing by personal service on July 8, 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 commencing on April 16, 2021, and continuing month to month. This tenancy agreement was terminated on January 5, 2022.

I am satisfied that a valid tenancy agreement was in place for subsidized public housing in accordance with the Act and this agreement was terminated on January 5, 2022.

Rental arrears

The lease balance statement dated May 12, 2022, and provided as evidence, represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. According to this statement, the Respondent's rent was \$160 and at the end of their tenancy they had not paid any rent since July 2021 and had rental arrears totalling \$826.

I am satisfied the lease balance statement accurately reflects the current status of the rental account and at the end of their tenancy the Respondent had rental arrears totalling \$826.

Tenant damages and cleaning

The Applicant claimed that at the end of their tenancy the Respondent was responsible for repair of damages and cleaning totalling \$3,540.55. They provided as evidence the entry and exit inspection reports, photographs detailing the damages, an estimate of the cost of repairs dated May 10, 2022, the invoice provided to the Respondent #125535, as well as copies of the invoice from Best Movers to move property to storage and the dump. The Applicant testified that they provided the Respondent and their family with opportunities to remove any items that they wanted to keep and filed an inventory of abandoned property with the Rental Office.

The claimed expenses include:

- \$1,945.41 - Remove items left by tenant to storage and dump - Best Movers invoice #9832;
- \$ 450.00 - Full unit cleaning;
- \$ 66.00 - Reinstall smoke detector left on stairs;
- \$ 462.00 - repair drywall - 2 holes in stairwell, hole behind door in bathroom, 2 holes behind door in middle bedroom;
- \$ 132.00 - window broken; and
- \$ 10.00 - replace sink stopper in bathroom.

Subtotal \$3,065.41

\$306.54 admin fee (10%)

\$168.60 GST (5%)

TOTAL \$3,540.55

I am satisfied, based on the evidence, that the Applicant's claim for expenses related to repair of damages and cleaning is reasonable and find the Respondent responsible for costs totalling \$3,540.55.

Security deposit

The Applicant provided, as evidence, a copy of the final statement to the Respondent, dated May 10, 2022. In this statement, the security deposit with interest is \$1,625.09. Once the rental arrears owing of \$836 are deducted, no arrears for rent remain owing. When the expenses for repair of damages and cleaning of \$3,540.55 are deducted from the remaining security deposit, a further \$2,741.46 remains owing by the Respondent.

Orders

An order will issue requiring the Respondent to pay expenses related to repair of tenant damages and cleaning totalling \$2,741.46 (p. 42(3)(e) and p. 45(4)(d)).

Janice Laycock
Rental Officer