

IN THE MATTER between **N.T.H.C.**, Applicant, and **G.M.**, 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, regarding a rental premises located within the **hamlet of Tuktoyaktuk in the Northwest Territories**.

BETWEEN:

N.T.H.C.

Applicant/Landlord

-and-

G.M.

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 29, 2022
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	D.M., representing the Applicant
<u>Date of Decision:</u>	December 6, 2022

REASONS FOR DECISION

The Respondent was sent a Notice of Attendance by registered mail to her last known address. A notice was left advising of the notice but there is no confirmation that the Respondent has picked it up. In my opinion, it is not unreasonable to deem the notice served. The Respondent failed to appear at the hearing and the hearing was held in their absence.

There have been several consecutive tenancy agreements between the parties, and all of them joint tenancies. The Applicant has elected to file against G.M. only. The first tenancy agreement commenced on August 16, 2014 and obligated the tenant to pay for utilities, including electricity during the term of the tenancy. The Respondent provided a security deposit of \$500 at the commencement of the tenancy. The premises are contained in a multi-unit residential complex. The premises are subsidized public housing.

The application was filed on July 19, 2022 alleging the Respondent had breached the tenancy agreement by failing to pay rent and seeking an order for payment of the alleged rent arrears and termination of the tenancy agreement. The matter was set for hearing on October 11, 2022. The hearing was cancelled due to an issue with the teleconference system and was rescheduled for November 29, 2022. The Applicant amended the application on November 29, 2022 alleging that the tenant had damaged the premises and seeking an order for repair costs in addition to rent arrears.

Damages and Repair Costs

At hearing, the Applicant testified that the Respondent abandoned the premises in early June 2022 without notifying the Applicant. Other tenants in the residential complex notified the landlord of an objectionable odour. Upon investigation, the Applicant discovered that the electricity had been disconnected for non-payment and food contained in a freezer and refrigerator had spoiled. The Applicant stated that the spoiled food had seeped out of the appliances onto the floor and into the crawl space severely damaging the floor and structure. The Applicant stated that they had not been notified by the Respondent or the supplier of electricity that the electrical service had been disconnected.

The Applicant removed the appliances from the premises, cleaned and disinfected the unit which was extensively damaged by the leaking spoiled food and assessed damage to the premises. There was no check-out inspection provided in evidence but a work order outlined in detail damages and repairs completed by the Applicant's own forces. Most of the work done was related to clean-up but there was also some patching and painting of damaged areas of drywall and the repair of a damaged door and door lock. Some of the flooring damaged by the leakage was removed and the structural flooring assessed for damage. The Applicant stated that the repairs were beyond the scope of their own forces and major repairs to areas damaged by the leakage were assigned to a contractor.

The Applicant provided work orders outlining the work done by their own forces, totalling \$2,426.02 and the contractor's invoice for repairs totalling \$10,073.16. I find the damages to be the result of the Respondent's negligence and the repair costs to be reasonable. An order shall issue requiring the Respondent to pay the Applicant repair costs of \$12,499.18.

The Applicant provided a copy of a lease balance statement showing all rent assessments and payments during the term of the tenancy indicating a balance of rent owing in the amount of \$25,616.68. The Applicant stated that all rent assessments were based on the household income of the Respondent. I find the statement in order and find rent arrears of \$25,616.68.

A previous order (file #17196, filed on April 28, 2021) required the Applicant and the joint tenant to pay rent arrears of \$5,321.68. There is no evidence that this order has been satisfied or filed.

Taking into consideration the retained security deposit of \$500, the security deposit interest of \$2.02 and the previous order for rent arrears, an order shall issue requiring the Respondent to pay the Applicant rent arrears of \$19,792.98, calculated as follows:

Rent arrears	\$25,616.68
Less previous order	(5,321.68)
Less security deposit	(500.00)
Less interest on deposit	<u>(2.02)</u>
Order	\$19,792.98

Hal Logsdon
Rental Officer