

IN THE MATTER between **NTHC**, Applicant, and **TT**, 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 **Adelle Guigon**, Rental Officer, regarding a
rental premises located within the **community of Gameti in the Northwest Territories**;

BETWEEN:

NTHC

Applicant/Landlord

-and-

TT

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 8, 2022
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	MD, representing the Applicant MZ, representing the Applicant TT, the Respondent
<u>Date of Decision:</u>	December 8, 2022

REASONS FOR DECISION

An application to a rental officer made by GHA on behalf of the NTHC as the Applicant/Landlord against TT as the Respondent/Tenant was filed by the Rental Office October 31, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Gameti, Northwest Territories. The filed application was personally served on the Respondent November 14, 2022.

The Applicant alleged the Respondent had accumulated rental arrears, had caused damages to the rental premises, and had left the rental premises in an unclean condition. An order was sought for payment of rental arrears and payment for costs of repairs and cleaning.

A hearing was held December 8, 2022, by three-way teleconference. MD, Project Manager the North Slave District Office, appeared with MZ, Manager of the GHA, as representatives for the Applicant. TT appeared as the Respondent.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing September 17, 2020. The Tenant vacated the rental premises without notice, ending the tenancy effective December 14, 2021. I am satisfied a valid tenancy agreement was in place in accordance with the *Residential Tenancies Act* (the Act).

Preliminary matter - Extension of time

Subsection 68(1) of the Act provides that an application to a rental officer must be made within six months of when the breach occurred. This tenancy ended 10 months before this application was filed, but it was confirmed at the hearing that the Respondent had left the community shortly after vacating the rental premises and only recently returned. The Applicant was unable to communicate with the Respondent during her absence. Given the circumstances, I was of the opinion that it would not be unfair to either party to allow the application to be heard and, therefore, an extension to the time for making the application was granted pursuant to subsection 68(3).

Rental arrears

The lease balance statements entered into evidence represent that Landlord's accounting of monthly rents and payments received against the Respondent's rent account. All rents were subsidized and last assessed at \$580 per month. The last payment received against the rent account was recorded October 21, 2021, in the amount of \$580. Over the last 12 months of the tenancy there were 5 months where no payments were received.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account. The security deposit of \$189.39 was appropriately retained against the Respondent's rental arrears. I find the Respondent has a remaining balance of accumulated rental arrears in the amount of \$2,443.61. That amount represents approximately five months' subsidized rent.

Repairs and cleaning

The entry and exit inspection reports were entered into evidence, dated October 2, 2020, and December 14, 2021, respectively. Photographs of the rental premises taken during the exit inspection were also entered into evidence. Also, provided were a statement of costs, work orders, invoices, and receipts in support of the Landlord's claims for costs of repairs and cleaning.

Damages

The evidence presented claimed costs of repairing damages to the walls and replacing one interior door. The Respondent did not dispute her responsibility for the damages to the walls, but she did dispute the interior door claiming that it was damaged when she moved in and that she had been promised at that time that it would be replaced but it never was. The entry inspection report corroborated the Respondent's claims as it documented the interior door as damaged at entry. The Applicant's representative agreed to withdraw their claim for the costs of replacing the interior door, which amounted to \$381.85.

I am satisfied the Respondent is responsible for the damages to the walls. I find the Respondent liable to the Applicant for costs of repairing the walls in the amount of \$2,333.56.

Cleaning

The exit inspection report and photographs support the Landlord's claims that the premises had not been adequately cleaned to return it to a state of ordinary cleanliness. The kitchen walls and appliances had not been cleaned, and various items had been left behind.

Initially the Respondent disputed the claim for cleaning costs, testifying that she had cleaned the premises before leaving. But upon further review of the photographs she conceded to forgetting to clean the kitchen. The Respondent accepted responsibility for the remaining uncleanliness and the resulting costs.

I am satisfied the Respondent failed to leave the premises in an ordinary state of cleanliness. I am also satisfied that the costs claimed for cleaning the premises are reasonable. I find the Respondent liable to the Applicant for cleaning costs in the amount of \$300.

Orders

An order will issue requiring the Respondent to pay rental arrears in the amount of \$2,443.61 (p. 41(4)(a)), and requiring the Respondent to pay the costs of repairs and cleaning in the amount of \$2,633.56 (p. 42(3)(e), p. 45(4)(d)).

Adelle Guigon
Rental Officer