

IN THE MATTER between **MF**, Applicant, and **MPM**, 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:

MF

Applicant/Tenant

-and-

MPM

Respondent/Landlord

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 14, 2022
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	MF, the Applicant JB, representing the Respondent
<u>Date of Decision:</u>	January 9, 2023

REASONS FOR DECISION

An application to a rental officer made by MF as the Applicant/Tenant against MPM as the Respondent/Landlord was filed by the Rental Office November 2, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the Respondent on November 8, 2022.

The Applicant disputed the Respondent's final statement of deposit and sought assistance in determining if the charges are fair.

A hearing was held on December 14, 2022 by teleconference. MF attended as the Applicant and JB attended representing the Respondent. At the hearing, I reserved my decision to allow the Applicant and the Respondent to provide further information on September's rent. Further information was provided by the Respondent on December 14, 2022, and December 28, 2022. The Applicant provided further information on December 19, 2022. Proof of service was also provided.

Tenancy Agreement

Evidence was provided by the Respondent establishing a residential tenancy agreement between MPMLP and MF for the term August 1, 2019 to July 31, 2020 and then continuing month to month. The parties agreed that the Applicant provided notice on August 8, 2022, to terminate their tenancy and vacated the rental premises on September 29, 2022.

I am satisfied a valid tenancy agreement was in place in accordance with the Act and the agreement was terminated at the end of September 2022.

Rental arrears

The Applicant provided a copy of the "Statement of Deposit Detail" dated October 4, 2022 that was provided to them by the Respondent. According to this statement, at the end of the Applicant's tenancy they owed rent for September of \$1,660 as well as late payment penalties totalling \$51.

At the hearing, the Applicant disputed this amount owing, they testified that their rent was paid for them and would have been paid by the government agency responsible. I reserved my decision pending receipt of an updated statement from the Respondent that includes late payment penalties, and confirmation from the Applicant that the agency responsible for paying the Applicant's rent had in fact paid the rent for September 2022.

The Respondent provided a statement, which confirms their testimony at the hearing that at the end of the tenancy the Applicant owed \$1,711 for September's rent and accrued late payment penalties. The Respondent later (December 28, 2022), provided an update to the account, showing, a payment had been made of \$25, leaving \$1,686 owing.

The Applicant provided a copy of "Form E - Payment Authorization to a Third Party" authorizing the Department of Education, Culture and Employment, Government of Northwest Territories to make payments directly to the Respondent from the Applicant's Income Assistance benefits. The Applicant did not dispute the late payment penalties, nor did they provide any evidence that the payment for September 2022, had been made.

Considering the evidence and testimony of the Respondent, and in the absence of any evidence from the Applicant supporting their claim that September's rent had been paid, I find the Applicant currently owes the Respondent a total of \$1,686 for September's rent and late payment penalties.

Tenant damages and cleaning

According to the "Statement of Deposit Detail" dated October 4, 2022, the Respondent claimed at the end of their tenancy the Applicant owed \$200 for cleaning and a total of \$1,050 for repair of damages including:

- \$125 - repair of washroom vanity;
- \$125 - repair of kitchen cupboard; and
- \$800 - replacement of carpet/lino.

The Applicant agreed that they had damaged the lino (pot burn), but disputed other costs, saying they had cleaned the unit at the end of their tenancy, had reported the deteriorating condition of the cabinet doors which the landlord did nothing about, and when they left the unit on September 29, 2022, the carpet was clean.

Prior to the hearing, the Respondent provided evidence including their notice to the Applicant of opportunities for a move-out inspection, a copy of the entry and exit inspection reports, photographs of the damages claimed, and a copy of the invoice from Aurora Decorating Centre #Y0168532 detailing full costs to replace the linoleum and carpet in the rental premises totalling \$5,048.91.

The Respondent testified at the hearing that despite providing the Applicant with an opportunity to participate in the inspection, the Applicant did not attend the inspection on September 29, 2022, that photos were taken showing the condition of the unit on that day, and after the inspection the Respondent changed the locks, so no one else could have entered the premises and caused damages. Further, the Respondent testified they charged the Applicant \$800, which is only a portion of the total cost for replacement of the carpet. This charge represents the portion of the carpeting that had actually been damaged. Finally, when I commented that they had not provided any documentation that would support their claim for additional cleaning, they agreed to drop this charge.

The Respondent's photos taken on September 29, 2022, show various stains and marks on the carpet including red, blue and brown stains, and some lighter areas. The photos also show, what appears to be extensive water damage to the kitchen and bathroom cabinet doors.

Based on the evidence and testimony, I believe the charges for repair of damages are reasonable. The Respondent is not charging the full costs, they are charging \$800 for replacing the damaged linoleum and a portion of the carpets and they have provided evidence to support their claim. On the other hand, the Applicant did not provide any evidence to support their claim that the carpets were not damaged at the end of their tenancy, or to refute the amounts claimed.

Also, based on the photographs it is clear the cabinet doors are badly water damaged, and the veneers are coming off. Despite the Applicant reporting this damage to the landlord, it is my opinion they are still responsible for the damages, this is not ordinary wear and tear, and I believe the \$250 charge is reasonable.

I find the Applicant is responsible for costs for repair of damages claimed by the Respondent totalling \$1,050.

Security deposit

According to the "Statement of Deposit Detail" dated October 4, 2022, the Applicant paid a security deposit of \$750, and with interest the deposit is now \$750.24. When the deposit is applied against the tenant damages owing of \$1,050, the amount owing by the Applicant is now \$299.76.

Orders

An order will issue:

- requiring the Applicant to pay rental arrears owing in the amount of \$1,686 (p. 41(4)(a); and
- requiring the Applicant to pay expenses related to repair of tenant damages in the amount of \$299.76 (p.42(3)(e)).

Janice Laycock
Rental Officer