

IN THE MATTER between **NTHC**, Applicant, and **KD**, 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 **town of Hay River in the Northwest Territories**.

BETWEEN:

**NTHC**

Applicant/Landlord

-and-

**KD**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>January 18, 2023</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>AS, representing the Applicant</b>
<b><u>Date of Decision:</u></b>	<b>January 18, 2023</b>

### **REASONS FOR DECISION**

An application to a rental officer made by the HRHA on behalf of the NTHC as the Applicant/Landlord against KD as the Respondent/Tenant was filed by the Rental Office December 8, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was served on the Respondent by registered mail on January 5, 2023.

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

A hearing was held January 18, 2023, by teleconference. AS appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent had received sufficient notice of the hearing on January 5, 2023, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

#### *Previous orders*

Previous Rental Officer Order #17463 dated February 10, 2022, prohibited the Respondent from doing any further damage to the rental premises or residential complex, required the Respondent to pay repair costs in the amount of \$5,101.82, terminated the tenancy agreement on March 31, 2022 and to vacate the premises on that date, and the eviction of the Respondent from the premises on April 1, 2022.

Previous Rental Officer Order #15910 dated April 19, 2018, prohibited the Respondent from doing any further damage to the rental premises or rental complex, and authorized the Applicant to effect repairs of any damages to the rental premises caused by the respondent's wilful or negligent conduct.

#### *Tenancy agreement*

Evidence was provided establishing a residential tenancy agreement for subsidized public housing commencing on April 1, 2012, and continuing month to month. This tenancy agreement was terminated on March 31, 2022 under Rental Officer Order #17463.

Prior to enforcing the eviction under Order #17463, the Applicant testified that on June 14, 2022, the Respondent vacated the rental premises after the RCMP carried out a drug raid. According to the Applicant, the Respondent also verbally confirmed vacant possession of the rental premises, but continued to break in to the rental unit, causing further damage.

I am satisfied a valid tenancy agreement was in place in accordance with the Act and this agreement was terminated on March 31, 2022.

*Rental arrears and compensation for overholding*

A lease balance statement was provided as evidence, representing the Landlord's accounting of monthly rents and payments made against the Respondent's account. According to this statement, when the Respondent vacated the rental premises they had arrears totalling \$1,630.

At the hearing, and in the Application, the Applicant described this amount owing as rental arrears, however, as the tenancy was terminated on March 31, 2022, by Rental Officer Order 17643, I believe that the amount should be split into two amounts - \$730 for rent owing to March 31, 2022, and \$900 for compensation under subsection 67(4) of the Act, for use and occupation after the tenancy was terminated.

According to the Applicant, the security deposit with interest was \$590.77 and when this is applied against the rental arrears the total now owing for rent arrears and compensation for use and occupation is \$1,039.23.

*Tenant damages*

The Applicant has claimed expenses related to repair of tenant damages and cleaning totalling \$11,405.81. As evidence, the Applicant provided copies of the entry and exit inspection report, work orders and invoices, receipts for materials, and photographs.

The evidence documents and supports the claims for cleaning and repairs required:

- as a result of damages during the tenancy including costs to remove fortifications to doors and windows:
- as a result of the RCMP drug raid where explosives were required to gain entry into the unit because the Respondent denied entry and had installed steel bars across the entry door, and
- as a result of numerous break-in's to the rental premises by the Respondent after the tenancy agreement was terminated and they vacated the rental premises.

Included in the claim are the following expenses:

- \$375.39 - picking up glass and other dangerous debris from yard following a drug raid at the unit - this charge and other charges resulting from the RCMP raid on the rental premises are as a result of the illegal and intentional actions of the Respondent, barring entry to the rental premises;
- \$407.37 - removing and disposing of trash, packing up belongings, attempting delivery;
- \$367.06 - removing damaged windows and replacing with plywood inserts;
- \$275.80 - removing window and installing plywood insert after the Respondent broke in;
- \$206.80 - re-securing plywood on exterior windows following a second break in by Respondent;
- \$834.74 - replacing damaged front entry door;
- \$172.02 - repairing damaged exterior door jamb extension;
- \$368.73 - boarding all windows and front door to prevent further break-ins by the Respondent;
- \$55.65 - repairing damaged heating (rad) cover in front entry;
- \$83.48 - removing security bars and hardware installed by Respondent on windows in unit;
- \$205.70 - replacing all damaged and missing window screens in unit;
- \$1,347.52 - replacing damaged bathroom and both bedroom doors;
- \$247.24 - repairing all holes and damaged drywall in units;
- \$86.09 - replacing damaged and missing light fixture;
- \$150.13 - replacing missing smoke detector;
- \$128.59 - replacing light bulbs missing or burnt out;
- \$115.99 - replacing missing hanger rod in bedroom;
- \$746.29 - removing illegal framing in basement to create entry area with door;
- \$27.83 - repairing damaged piping insulation in basement;
- \$657.13 - removing and disposing of all abandoned property - Applicant testified the Respondent had asked them to remove possessions and take them to their mother's place. This was done but the mother was not willing to store the items. An inventory was filed with the Rental Office and authority was provided to dispose of the possessions.
- \$2,799.97 - replacing three damaged awning windows;
- \$85.80 - cleaning floors upstairs and in basement to remove pet stains/odour;
- \$167.33 - framing out basement windows;
- \$1,409.68 - installing two new basement windows; and
- \$83.48 - repairing damaged living room rad cover.

**\$11,405.81 TOTAL**

I am satisfied the claim for expenses for cleaning and to repair tenant damages are reasonable, and supported by evidence. Based on the evidence and testimony, the Respondent caused damages to the rental premises during their tenancy, including those caused by the fortifications and other renovations not approved by the landlord. The damages caused by the RCMP during their forced entry during the drug raid are a direct result of the Respondent's actions by not allowing entry to the rental premises and fortifying the entry. The unit was not cleaned as required under the Act. Also, further damages were caused by the Respondent when they forced entry after their tenancy was terminated and they vacated the rental premises. I find the Respondent responsible for expenses to repair damages and cleaning totalling \$11,405.81.

### *Orders*

An order will issue:

- requiring the Respondent to pay rental arrears owing and compensation for use and occupation in the amount of \$1,039.23 (p. 41(4)(a) and ss. 67(4)); and
- requiring the Respondent to pay expenses related to repair of tenant damages and cleaning in the amount of \$11,405.81 (p.42(3)(e) and p. 45(4)(d)).

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Janice Laycock  
Rental Officer