



IN THE MATTER between **NTHC**, Applicant, and **JE**, 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 **hamlet of Ulukhaktok in the Northwest Territories**.

BETWEEN:

**NTHC**

Applicant/Tenant

-and-

**JE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 15, 2023

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** SK and KJ, representing the Applicant

**Date of Decision:** March 16, 2023

## **REASONS FOR DECISION**

An application to a rental officer made by the UHA on behalf of the NTHC as the Applicant/Landlord against JE as the Respondent/Tenant was filed by the Rental Office May 27, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Ulukhaktok, Northwest Territories. The filed application and addendum was served on the Respondent by registered mail on July 26, 2022.

The Applicant claimed the Respondent had failed to pay rent when due and had accumulated rental arrears and was responsible for expenses related to repair of tenant damages. An order was sought for payment of rent owing, payment of rent on time, payment of tenant damages, termination of the tenancy agreement, and eviction.

A hearing was held August 31, 2022, in person in Ulukhaktok. SK and KJ appeared representing the Applicant. The Respondent was given the opportunity to appear by telephone. They did not appear by telephone, nor did anyone appear on their behalf. As the Respondent had received notice of the hearing on June 27, 2022, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

At the hearing, I agreed to adjourn consideration of this application to a later date pending further information to support the Applicant's claim for payment of rent owing and tenant damages. This information was provided on November 8, 2022 and a hearing to resume consideration of the Application was scheduled for January 11, 2023, and notices were provided to both parties. Neither of the parties appeared at this hearing and another hearing was scheduled for March 15, 2023.

The hearing resumed on March 15, 2022 by teleconference. SK and KJ appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent had received notice by registered mail on February 22, 2023, the hearing proceeded in their absence as provided for under the Act.

### *Previous orders*

Two orders were issued prior to the current tenancy:

Previous Rental Officer Order file # 20-9096 issued on July 10, 2006 required the Respondent to pay arrears totalling \$66, pay costs for repair of damages totalling \$399.35, pay rent and repair costs in monthly installments of at least \$60 starting August 1, 2006 and pay rent on time.

Previous Rental Officer Order file #20-9658 issued August 23, 2007 required the Respondent to pay rental arrears totalling \$298, pay costs for repair of damages totalling \$1,203.16 and terminating the tenancy agreement on September 21, 2007 unless the rent arrears and repair costs are paid in full.

*Tenancy agreement*

Evidence was provided establishing a residential tenancy agreement for subsidized public housing commencing on April 1, 2012 and continuing month to month. The assessed rent was \$325 per month. The tenancy agreement was terminated on May 26, 2022 when the Respondent vacated the rental premises.

I am satisfied a valid tenancy agreement is in place in accordance with the Act and this agreement was terminated on May 26, 2022.

*Rental arrears*

A lease balance statement with entries from April 1, 2012 up to and including May 2022 was provided with the application. This statement represents the Landlord's accounting of monthly rents and payments made against the Respondent's account. According to this statement, there was an opening balance of \$786 and at the end of their tenancy, the Respondent had an outstanding balance of \$6,017.16. When the outstanding tenant damage charges of \$810.59 are deducted from the balance the amount of rental arrears owing are \$5,296.57.

I note that at the hearing, I had calculated the outstanding tenant damage charges as \$880.60, but after further review of the charges and payments I find that I was in error, and the correct amount is \$810.59, leaving rental arrears totalling \$5,296.57.

At the hearing in August 2022, I requested an explanation of the opening balance on the statement of \$786, in order to confirm that this balance did not also include tenant damage or other charges. On November 8, 2022, the Applicant provided a copy of the tenant ledger card confirming the balance owing at the end of March 2012 as \$786, which they confirmed were for rental arrears only. At the hearing on March 15, 2023, I pointed out that the tenant ledger card itself included an opening balance and in order to make sure that the charges were for rent alone, I would need to see further information. The Applicant testified that previous ledger cards verified the balance was for rent alone and agreed to provide me with a copy of the ledger cards referenced.

I reserved my decision at the hearing pending receipt of this evidence. After examining the additional ledger cards, I was able to confirm the Applicant's testimony. I am satisfied that the lease balance statement reflects the status of the Respondent's rental account at the end of their tenancy and they had rental arrears totalling \$5,296.57.

At the hearing, I also asked if a security deposit was paid. The security deposit is not reflected in the lease balance statement as charged or returned, nor did I receive a copy of the statement as required under paragraph 18(3)(b) of the Act. The Applicant testified that according to their records, the Respondent had paid a security deposit and with interest it was now \$704.54. After applying the security deposit with interest against the rental arrears owing, I find the Respondent currently owes \$4,592.03.

\$6,107.16 - Balance on statement when Respondent vacated rental premises  
- \$810.59 - amount owing on tenant damages  
\$5,296.57 - total rental arrears  
-\$ 704.54 - security deposit with interest  
**\$4,592.03 - rental arrears owing.**

*Tenant damages*

In their Application, the Applicant had claimed tenant damages owing of \$1,813.14. However, since the application was prepared, the Respondent vacated the rental premises, and further damages were claimed by the Applicant. Prior to the hearing in August 2022, the Applicant provided some information to support their claim for historical tenant damages as well as photos and an estimate of costs for repair of damages and cleaning at the end of the tenancy. When I adjourned the hearing in August 2022, I asked for further information to support their claim for tenant damages including a copy of the entry and exit inspection reports and, as the repairs have been completed, documentation of the work and actual costs.

On November 8, 2022, the Applicant provided to the rental office the inspection reports and work orders and invoice to support their claim for repair of damages after the Respondent vacated the rental premises. This information was also provided to the Respondent.

When the hearing resumed on March 15, 2023, the Applicant clarified that they were seeking payment of the costs for repair of tenant damages and cleaning at the end of the tenancy totalling \$1,784.28, and would not be seeking any other outstanding charges. These charges for materials and labour are supported by the exit inspection report, photographs, invoice dated November 8, 2022 and work orders (WO) and include the following:

- \$234.88 - WO TD357754 - repair walls (holes);
  - \$301.05 - WO TD356679 - repair bedroom shelf, replace plug and covers and vent covers, repair door and then fill/sand door;
  - \$591.40 - WO TD 357683 - repair cabinets - doors and drawers, repair hinges;
  - \$295.20 - WO TD356993 - install furnace door, replace light fixture, repair bedroom door, replace light fixture, prepare trim for bedroom doors;
  - \$76.79 - WO TD357672 - remove garbage
  - \$200.00 - cleaning
- \$1,699.32 - SUBTOTAL  
\$84.96 GST  
\$1,784.28 TOTAL OWING

Based on the evidence and testimony, I am satisfied that the claim for repair of damages and cleaning is reasonable and justified and find the Respondent owes \$1,784.28.

*Orders*

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$4,592.03 (p. 41(4)(a)); and
- requiring the Respondent to pay expenses for repair of damages and cleaning totalling \$1,784.28 (p. 42(3)(e) and 45(4)(d)).

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Janice Laycock  
Rental Officer