

IN THE MATTER between **NTHC**, Applicant, and **WA and AA**, Respondents.

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 **hamlet of Tulita in the Northwest Territories**;

BETWEEN:

NTHC

Applicant/Landlord

-and-

WA and AA

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: March 15, 2023

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: DW, representing the Applicant

Date of Decision: March 21, 2023

REASONS FOR DECISION

An application to a rental officer made by THA on behalf of the NTHC as the Applicant/Landlord against WA and AA as the Respondents/Tenants was filed by the Rental Office February 2, 2023. The application was made regarding a residential tenancy agreement for a rental premises located in Tulita, Northwest Territories. The filed application was personally served on the Respondents March 6, 2023.

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

A hearing was held March 15, 2023, by three-way teleconference. DW appeared representing the Applicant. WA and AA were personally served with notices of the hearing March 6, 2023. The Respondents did not appear at the hearing, nor did anyone appear on the Respondents' behalf. The hearing proceeded in the Respondents' absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was presented establishing a tenancy agreement between the parties for subsidized public housing commencing May 12, 2022. I am satisfied a tenancy agreement is in place in accordance with the Act.

Damages

Work orders were provided establishing that a bedroom window had been broken in June 2022. The Applicant's representative confirmed that the window had been broken from the inside, and that the Respondents had accepted responsibility for the broken window when spoken to at the time.

The window was temporarily repaired by boarding it up in June and then the installation of the glass was completed in November. The total costs claimed for both sets of repairs amounted to \$997.58.

I am satisfied the Respondents are responsible for breaking the bedroom window. I find the Respondents' liable to the Applicant for the costs of repairs in the amount of \$997.58.

Damages and cleaning from transfer

On September 13, 2022, the Tenants were transferred from their original premises I'll refer to as Unit 035 to their current premises I'll refer to as Unit 062. The Respondents did not finish moving out of Unit 035 until October 7, 2022, when possession was effectively returned to the Landlord and an exit inspection report was completed.

Cleaning

The Landlord provided work orders and invoices for cleaning the entire premises. Photographs were provided which confirmed the extent of the uncleanliness of the rental premises when the Tenants moved out. Items had also been left in the yard, for which an invoice for the removal and disposal was provided.

I am satisfied the Respondents are responsible for leaving Unit 035 in an unclean condition. I am satisfied the costs claimed for removal and disposal of items, garbage, and debris, and for cleaning throughout are reasonable. I find the Respondents liable to the Applicant for the costs of cleaning in the amount of \$950.25.

Damages

The Landlord provided work orders and invoices claiming costs to replace the fire extinguisher, to replace the smoke detector, to replace two interior doors, and to patch and paint walls throughout.

An entry inspection report was not provided for the current joint tenancy. An entry inspection report was provided for the immediately preceding joint tenancy of which WA was a party. However, the preceding joint tenancy ended when the current joint tenancy began, and as such an exit/entry inspection should have been conducted on or about May 12, 2022, to establish the condition of the premises when the tenancy changed.

Fire extinguisher and smoke detector

Given there was no evidence to establish when the fire extinguisher and smoke detector went missing, and the Applicant's representative could find no documents to confirm whether those items had been replaced during the current joint tenancy, I cannot be satisfied that the Respondents are responsible for damaging or removing the fire extinguisher and smoke detector. The Applicant's claims for replacement costs are denied.

Interior doors

Given there was no evidence to establish when the two interior doors were damaged, and the Applicant's representative could find no documents to confirm whether the doors had been repaired or replaced during the current joint tenancy, I cannot be satisfied that the Respondents are responsible for damaging the two interior doors. The Applicant's claims for replacement costs are denied.

Patching and painting walls

Given there was no evidence to establish when the walls were damaged, and the Applicant's representative could find no documents to confirm whether the walls had been repaired during the current joint tenancy, I cannot be satisfied that the Respondents are responsible for causing all or any of the damages to the walls. The Applicant's claims for the costs of patching and painting the walls are denied.

Orders

An order will issue requiring the Respondents to pay costs of repairing the bedroom window in the amount of \$997.58 and requiring the Respondents to pay costs of cleaning Unit 035 in the amount of \$950.25.

Adelle Guigon
Rental Officer