

IN THE MATTER between **HNT**, Applicant, and **JC**, 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 **town of Hay River in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

JC

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	May 10, 2023
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	AS, representing the Applicant
<u>Date of Decision:</u>	May 18, 2023

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of HNT as the Applicant/Landlord against JC as the Respondent/Tenant was filed by the Rental Office March 9, 2023. 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, signed for April 21, 2023.

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

A hearing was held May 10, 2023, by three-way teleconference. AS, Tenant Relations Officer, appeared representing the Applicant. JC was served with notice of the hearing by registered mail, signed for April 21, 2023. The Respondent did not appear at the hearing, nor did anyone appear on the Respondent's behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing February 1, 2020. The tenancy was terminated September 30, 2022, by Rental Officer Order #17671, but the tenant did not vacate the rental premises until November 8, 2022. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Previous order

Rental Officer Order #17671 was issued August 31, 2022. The Respondent was present at the hearing of that matter. The Respondent was ordered to pay rental arrears of \$650, to pay future rent on time, to pay costs of repairs of \$177.53, and to comply with the obligation not to cause disturbances and not to breach that obligation again. An order was also issued to terminate the tenancy agreement September 15th, September 30th, October 31st, or November 30th conditional on no further disturbances being caused, and an eviction order was issued corresponding with each termination date. The Respondent breached the conditions rendering the September 30th termination date effective. The Respondent voluntarily vacated before the eviction order could be executed.

Rental arrears and security deposit

The lease balance statement represents the landlord's accounting of monthly rents and payments received against the Respondent's rent account. All rents, including the overholding rents, were subsidized and assessed at \$160 per month.

The rental arrears as of November 8th remained the same as referenced in Rental Officer Order #17671 at \$650. Four payments received between October 28, 2022, and May 3, 2023, totalling \$267 were applied first against the costs of repairs of \$177.53 referenced in Rental Officer Order #17671 and then the balance was applied against the rental arrears. The remaining balance of rental arrears amounted to \$560.53.

The security deposit of \$1,200.79, including interest, was appropriately retained by the Landlord and applied against the outstanding rental arrears of \$560.53, resulting in a remaining security deposit credit of \$640.26 which was further retained against the costs of the following repairs and cleaning.

Repairs and cleaning

The Applicant provided the entry and exit inspection reports, work orders, invoices, and receipts in support of their claims for the following:

Replace broken window	\$400.64
Cleaning both inside and outside	\$1,058.42
Lock change	\$32.55
Repair drywall throughout	\$1,806.52
Replace three interior doors	\$815.61
Replace window handles and cranks throughout	\$83.48
Replace 5 window screens	\$351.75
Repair radiator covers	\$83.48
Replace outlet covers throughout	\$62.77
Replace three bathtub tiles	\$108.55
Repair kitchen cabinets and countertops	\$367.45
Repair/replace bathroom fixtures	\$205.02
Replace stove (depreciated)	\$727.12
Replace bedroom window	\$542.47
Total	\$6,645.83
Less remaining security deposit credit	\$640.26
Remaining balance	<u>\$6,005.57</u>

All claims for repairs and cleaning were made out as being the Respondent's responsibility. The only item requiring evaluation was the claim for costs to replace the stove, which initially did not account for depreciation. The Applicant provided confirmation that the stove was new in 2017 and as such the Respondent was found liable for 66.6 percent of the replacement costs amounting to \$727.12 (as reflected in the above table).

Order

An order will issue requiring the Respondent to pay costs of repairs and cleaning in the amount of \$6,005.57.

Adelle Guigon
Rental Officer