

IN THE MATTER between **HNT**, Applicant, and **DC and LEC**, 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 **Janice Laycock**, Rental Officer, regarding a rental premises located within the **community of Lutselk'e in the Northwest Territories**.

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**DC and LEC**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** May 31, 2023

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

**Appearances at Hearing:** EN, representing the Applicant

**Date of Decision:** June 1, 2023

### **REASONS FOR DECISION**

An application to a rental officer made by LHA on behalf of HNT as the Applicant/Landlord against DC and LEC as the Respondents/Tenants was filed by the Rental Office March 21, 2023. The application was made regarding a residential tenancy agreement for a rental premises located in Lutsel k'e, Northwest Territories. The filed application was personally served on the Respondents May 1, 2023.

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

A hearing was held scheduled for April 19, 2023, but as confirmation of service was not provided by the Applicant to the Rental Office, the hearing was rescheduled for May 31, 2023, by teleconference. EN appeared at this hearing representing the Applicant. The Respondents did not appear, nor did anyone appear on their behalf. As the Respondents had been provided sufficient notice of the hearing, by personal service on May 1, 2023, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

#### *Previous orders*

Previous Amended Rental Officer Order file #16746, NTHC v DC and LEC, issued January 30, 2020, required the Respondents to pay rental arrears owing of \$16,698.22, pay their rent on time in the future, termination of the tenancy agreement on April 30, 2020, unless the rental arrears were paid in full and rents for February, March and April 2020, paid on time. If the tenancy is terminated then eviction on May 1, 2020.

Previous Rental Officer Order file #15344, NTHC v DC and LEC, issued February 9, 2017, required the Respondents to pay rental arrears in the amount of \$11,209.93 and pay rent on time in the future, termination of the tenancy agreement on March 31, 2017 unless at least \$6,000 was paid towards rental arrears and rents for February and March 2017, are paid on time. If the tenancy is terminated then eviction April 1, 2017.

In the reasons for Rental Officer Order #16746, the Rental Officer found that as the Landlord did not enforce the termination of the tenancy as provided in Rental Officer Order #15344, the tenancy was reinstated effective April 1, 2017.

*Tenancy agreement*

Evidence was provided establishing a residential tenancy agreement for subsidized public housing commencing on April 1, 2012, and continuing month to month until it was terminated on April 30, 2020 and the Respondents evicted by the Sheriff on September 9, 2022. At the time of the eviction, the assessed rent was \$1,445 per month.

At the hearing, I asked the Applicant why there was a long delay in carrying out the eviction. The Applicant testified that the delay was as a result of the impact of COVID-19 restrictions on a variety of services.

I am satisfied a valid tenancy agreement was in place in accordance with the Act and this tenancy was terminated under the authority of Rental Officer Order file #16746 on April 30, 2020, and the Respondents vacated the rental premises on September 9, 2022.

*Rental arrears and compensation for use and occupation*

The Applicant provided, as evidence, an updated lease balance statement dated May 30, 2023, as well as the statements provided with the filed application. The statements represent the Landlord's accounting of monthly rents and payments made against the Respondents' account.

According to the updated statement, on April 18, 2023, not including charges for tenant damages totalling \$4,671.45, the Respondents owed \$45,353.91. Of this amount \$18,484.21 had been previously dealt with in Rental Officer Order file #16746:

\$ 170.00 - security deposit owing  
\$ 1,615.99 - outstanding amount from previous Rental Officer Order file #15344  
\$16,698.22 - amount ordered and still outstanding from Rental Officer Order file #16746.  
\$18,484.21

The remaining balance of \$26,869.70 is for rent during the Respondents' tenancy and compensation for use and occupation after termination of the tenancy agreement.

According to the lease balance statement, the Respondents were charged the full amount for September 2022, of \$1,445, despite vacating the rental premises on September 9<sup>th</sup>. At the hearing, the Applicant pointed out this error, that the rent charged for that month should have been \$433.50, resulting in a deduction of \$1,011.50. This leaves a balance owing of \$25,858.20.

As the tenancy was terminated by a previous order on April 30, 2020, the total rental arrears are \$1,665 (representing rent for the months February, March, and April 2020), and the amount owing, as provided for under subsection 67(4) of the Act, for compensation for use and occupation of the rental premises after a tenancy is terminated is \$24,193.20 (for the remainder of the period the Respondents occupied the rental premises, May 2020 to September 9, 2022).

I find the Respondents have outstanding rental arrears totalling \$1,665, and are responsible for compensating the Landlord for use and occupation of the rental premises after the termination of the tenancy agreement totalling \$24,193.20.

*Tenant damages*

The Applicant claimed \$4,671.45 for repair of damages to the rental premises and cleaning, and provided the entry and exit inspection report, photographs documenting the condition of the rental premises, and an itemized list of the cost of materials and labour as evidence to support their claim. The claim includes:

\$2,878.98 - replace exterior doors and hardware - materials \$2,366.46, labour \$512.52 - from the photos provided as evidence it is clear that the doors have been badly damaged and replacement was necessary. At the hearing, neither of the Respondents were present, and I asked the Applicant to explain what had happened to the doors, and if it was possible that someone other than the Respondents had caused the damages. I reserved my decision pending this information. The Applicant provided further information on the damages, stating that the damages were discovered when the Respondents were evicted, the Respondents did not report the damages or put in a claim for repairs, or at any time reported that someone else had caused the damages. As a result, the damages were deemed to be caused by the Respondents themselves. Considering this information and the evidence provided, I find the Respondents responsible for these costs;

\$325.41 - replace interior doors - materials and labour - supported by evidence;

\$124.61- replace fire extinguisher - materials and labour - supported by evidence;

\$1,120 - cleaning, packing and removing belongings - this cost is supported by evidence. At the hearing, the Applicant testified that the local staff worked with the Respondents, giving them opportunities to remove their belongings before and after the eviction.

With GST of \$222.45, the total charges for repair of damages and cleaning are \$4,671.45.

I am satisfied the claim for repair and cleaning is reasonable and find the Respondents responsible for the full costs claimed of \$4,671.45.

*Orders*

An order will issue:

- requiring the Respondents to pay rental arrears owing in the amount of \$1,665 (p. 41(4)(a));
- requiring the Respondents to pay compensation for use and occupation of the rental premises, after the termination of the tenancy, totalling \$24,193.20 (ss. 67(4)); and
- requiring the Respondents to pay expenses related to the repair of damages and cleaning totalling \$4,671.45 (p. 42(3)(e) and p. 45(4)(d)).

---

Janice Laycock  
Rental Officer