

IN THE MATTER between **HNT**, Applicant, and **JC and TW**, 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 **city of Yellowknife, in the Northwest Territories**.

BETWEEN:

HNT

Applicant/Landlord

-and-

JC and TW

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 11, 2023
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	PS, representing the Applicant
<u>Date of Decision:</u>	October 12, 2023

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against JC and TW as the Respondents/Tenants was filed by the Rental Office July 31, 2023. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondents by email deemed served August 14, 2023.

The Applicant claimed that at the end of their tenancy the Respondents had rental arrears and were responsible for costs of repairing damages and cleaning of the rental premises. An order was sought for payment of rental arrears and to pay costs for repair of damages and cleaning.

A hearing was held October 11, 2023, by three-way teleconference. PS appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. The hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

I reserved my decision at the hearing to review the evidence and testimony, and to confirm calculations.

Previous orders

Previous Rental Officer Order #17957, HNT v. JC and TW, dated May 12, 2023, required the Respondents to pay rental arrears totalling \$480, and ordered termination of the tenancy agreement May 19, 2023, and eviction May 20, 2023.

Previous rental officer order #17375, Northwest Territories Housing Corporation v. JC and TW, dated February 24, 2022, required the Respondents to pay rental arrears totalling \$5,360, to pay rent on time in the future, to pay costs of repairs and cleaning totalling \$6,087.45, and ordered the tiered termination of the tenancy agreement and eviction on March 31st/April 1st, April 30th/May 1st, and May 31st/June 1st dependent on the payments towards the rental arrears being made each month and the monthly rents being paid on time.

Tenancy agreement

The Applicant provided as evidence a written tenancy agreement between the parties for subsidized public housing. This agreement commenced on February 5, 2020, and continued month to month until it was terminated on May 19, 2023, under previous rental officer order #17957. I am satisfied a valid tenancy agreement was in place and was terminated in accordance with the Act.

Rental arrears

The Applicant provided as evidence an updated lease balance statement with charges and payments made up to October 5, 2023. This statement represents the Landlord's accounting of monthly rent charged and payments made against the Tenant's rent account during this tenancy. According to the statement, at the end of their tenancy on May 19, 2023, all rental arrears had been previously ordered and Rental Officer Order #17375 was satisfied.

\$8,200.00	paid during tenancy since February 2022
-\$3,297.00	rent that accrued since February 2022
<u>-\$5,360.00</u>	rental arrears ordered paid under Rental Officer Order #17375
<u>\$457.00</u>	rent owing at the end of the tenancy, ordered paid under Rental Officer Order #17957

Based on the evidence and testimony I am satisfied that all rental arrears owing have previously been ordered paid and that Rental Officer Order #17375 has been satisfied.

Tenant damages

The Applicant provided evidence and testified that at the end of their tenancy the Respondents were responsible for costs of repairing damages and cleaning totalling \$9,021.52. They provided entry and exit inspection reports, photographs, an estimate of costs dated July 27, 2023, as well as invoices from Best Movers.

The claim includes the following:

- \$2,234.44 - Remove items left by tenants to storage and dump - supported by invoice from Best Movers;
- \$450 - full cleaning;
- \$1,800 - full unit painting (depreciated value - based on painting every 5 years at a cost of \$3000: $\$3000 / 5 \text{ years} = \$600 \times 3 \text{ years} = \$1,800$);

- \$1,332 - replace damaged front door and paint door and touch up exterior - Applicant testified the door was damaged by RCMP who had to force entry when the Respondent's guests would not allow entry;
- \$324 - Hallway - repair nicks and dents, repair hole in wall and reinstall smoke detector;
- \$100 - Living room - to replace receptacles and reinstall window screen;
- \$354 - Kitchen - to reinstall cabinet door, reinstall receptacle cover, clean stove and oven, fix cabinet doors, clear and clean fridge;
- \$218 - Bathroom - replace bulbs, fix hole in wall, rehang cabinet doors, reinstall drawers;
- \$232 - Master Bedroom - install window screen, replace receptacles, repair corner bead on one wall;
- \$292 - Bedroom 2 - install globe, install screen and repair dent in wall; and
- \$66 - laundry room - rehang radiator grills

\$7,402.44 Sub-total

740.24 Admin fee

407.13 GST

\$8,549.81 Total

\$471.71 - To move items in storage and abandoned by Respondents to dump - inventory of abandoned property was filed with the Rental Office, file number 2023-05

\$9,021.42 GRAND TOTAL CLAIMED

I am satisfied the amounts claimed are reasonable and supported by the evidence and testimony. I find the Respondents are responsible for the costs of repairing damages and cleaning totalling \$9,021.52.

Security deposit

According to the statement dated July 27, 2023, and provided as evidence by the Applicant, the security deposit with interest earned is \$1,626.08. When the rental arrears owing of \$457 are applied against the security deposit, I find that previous Rental Officer Order #17957 is satisfied.

This leaves the remaining balance of the security deposit of \$1,169.08 that can be applied against the repairs and cleaning costs of \$6,087.45 ordered paid in Rental Officer Order #17375, leaving a balance owing on that order of \$4,918.37. I note that this amount can still be enforced and is in addition to the \$9,021.52 I have found owing for repairing damages and cleaning in this application.

Orders

An order will issue requiring the Respondents to pay costs for repairs and cleaning totalling \$9,021.52 (p. 42(3)(e), p. 45(4)(d)).

Janice Laycock
Rental Officer