

IN THE MATTER between **HNT**, Applicant, and **JLM**, 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 Tulita, in the Northwest Territories**.

BETWEEN:

HNT

Applicant/Landlord

- and -

JLM

Respondent/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to paragraph 41(4)(a) of the *Residential Tenancies Act*, the Respondent shall pay the Applicant rental arrears owing in the amount of \$5,775.11 (five thousand seven hundred seventy-five dollars eleven cents).
2. Pursuant to paragraph 45(4)(d) of the *Residential Tenancies Act*, the Respondent shall pay the Applicant costs for cleaning in the amount of \$744.33 (seven hundred forty-four dollars thirty-three cents)

DATED at the city of Yellowknife in the Northwest Territories this 19th day of December, 2023.

Janice Laycock
Rental Officer

IN THE MATTER between **HNT**, Applicant, and **JLM**, 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,

BETWEEN:

HNT

Applicant/Landlord

-and-

JLM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 6, 2023

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: DW, representing the Applicant

Date of Decision: December 19, 2023

REASONS FOR DECISION

An application to a rental officer made by THA on behalf of HNT as the Applicant/Landlord against JLM as the Respondent/Tenant was filed by the Rental Office November 1, 2023. The application was made regarding a residential tenancy agreement for a rental premises located in Tulita, Northwest Territories. The filed application was served on the Respondent by email deemed served on November 30, 2023.

The Applicant claimed at the end of their tenancy the Respondent had rental arrears owing and was responsible for costs to repair damages. An order was sought for payment of rental arrears and costs associated with repair of damages.

A hearing was held on December 6, 2023, by three-way teleconference. DW attended the hearing representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent had been provided sufficient notice of the hearing, the hearing proceeded in their absence as provided under subsection 80(2) of the *Residential Tenancies Act* (the Act).

I reserved my decision at the hearing in order to receive information on the security deposit from the Applicant. That information was provided to the Rental Office and the Respondent on December 18, 2023. I note that with the additional information provided, the Applicant also included a new claim for repair of damages totalling \$522.65. As this was not part of the Application or requested when I reserved my decision, it was not included in my deliberations.

Previous orders

Rental Officer Order #17899, between NTHC v JLM, issued March 22, 2023, required the Respondent to pay rental arrears totalling \$2,545, owing on their subsidized public housing at the end of their tenancy. The tenancy was terminated on August 18, 2022, when the Respondent moved out of public housing and into a market unit.

Tenancy agreement

The Applicant provided as evidence a written tenancy agreement between the parties for market housing. This agreement was for the term August 21, 2022, to August 20, 2023. This tenancy was terminated on July 20, 2023, after the Respondent provided notice and then

arranged for family members to remove their possessions from the rental premises. At the end of their tenancy the Respondent's rent was \$1,410 per month.

I am satisfied a valid tenancy agreement was in place in accordance with the Act and was terminated on July 20, 2023.

Rental arrears

The Applicant provided as evidence a lease balance statement with charges and payments made up to September 27, 2023. This statement represents the Landlord's accounting of monthly rent charged and payments made against the account during this tenancy. According to the lease balance statement, at the end of their tenancy the balance owing by the Respondent was \$10,045.32. This includes \$2,545 previously ordered under Rental Officer Order #17899, and \$115 owing on their security deposit, leaving rental arrears that have accrued during this tenancy and can be ordered in the amount of \$7,385.32.

I am satisfied based on the evidence and testimony that the Respondent currently has rental arrears owing that can be ordered in the amount of \$7,385.32.

Cleaning

The Applicant claimed \$744.33 for costs to clean the rental premises at the end of the tenancy. The Applicant provided as evidence photographs, a copy of the entry and exit inspection reports as well as a copy of Invoice 9182 for \$744.33 (including \$35.44 GST) , Work Order TD 398377 totalling \$408.89 for 15.5 hours cleaning, and Work Order TD 398721 totalling \$300 for cleaning carpets. According to the Applicant the carpet was cleaned before the Respondent moved into the rental premises.

Based on the evidence and testimony the claim for costs to clean the rental premises at the end of the tenancy is reasonable and supported by the evidence and find the Respondent owes a total of \$744.33.

Security Deposit

At the hearing I asked the Applicant if a statement of account had been provided for the security deposit as required under section 18 of the Act. The Applicant testified that this had not been done yet. I reminded them of their responsibility under the Act, and reserved my decision at the hearing in order to receive information on the security deposit including the

amount paid and interest earned.

This information, including a Damage Deposit Payment Form dated December 18, 2023, and an updated lease balance statement printed on December 18, 2023, was provided to the Rental Office and the Respondent on December 18, 2023. According to the evidence the security with interest was \$1,610.21. When this amount is applied against the outstanding rental arrears of \$7,835.32, the amount owing that can be ordered is now \$5,775.11.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears owing in the amount of \$5,775.11 (p. 41(4)(a)); and
- requiring the Respondent to pay costs for cleaning in the amount of \$744.33 (p. 45(4)(d)).

Janice Laycock
Rental Officer