

IN THE MATTER between **HNT**, Applicant, and **AD**, 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-

**AD**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>January 10, 2024</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>AS, representing the Applicant</b>
<b><u>Date of Decision:</u></b>	<b>January 15, 2024</b>

### **REASONS FOR DECISION**

An application to a rental officer made by the HRHA on behalf of HNT as the Applicant/Landlord against AD as the Respondent/Tenant was filed by the Rental Office November 10, 2023. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was deemed served on the Respondent by registered mail on December 1, 2023.

The Applicant claimed the Respondent had failed to vacate the rental premises when the tenancy was terminated and was responsible for costs to repair damages and cleaning. An order was sought for compensation for overholding and costs to repair damages and cleaning.

A hearing was held on January 10, 2024, by teleconference. AS appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent had been provided sufficient notice, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

At the hearing I reserved my decision in order to further review the evidence and testimony relating to the Applicant's claim for costs to repair damages.

#### *Previous orders*

- Rental Officer Order #17513, NTHC v AD - issued April 26, 2022 - rescinded previous order #17408 and required the Respondent to pay rental arrears \$2,307, pay costs to repair damages \$873.44, terminating the tenancy agreement on May 31, 2022, and evicting the Respondent on June 1, 2022.
- Rental Officer Order 17408, NTHC v AD - issued January 17, 2022 - required Respondent to pay rental arrears \$2,227, pay costs to repair damages \$521.69. Pay the total costs in installments - February, March and April 2022.
- Rental Officer Order #16604, NTHC v AD - issued September 20, 2019 - required Respondent to pay rental arrears \$240, pay rent on time in the future, pay compensation for call-outs resulting from Respondents failure to comply with obligation to pay utilities, \$212. Control pets and not disturb other tenants, comply with obligation not to disturb tenants or landlord, termination of the tenancy agreement November 30, 2019 unless arrears \$240 paid and subsidized rent for October and November 2019 paid on time, if tenancy is terminated then eviction on December 1, 2019.
- Rental Officer Order #15625, NTHC v AD - issued August 14, 2017 - required Respondent to pay costs for repairs and losses suffered as a result of damages in the amount of \$41,360.24, and not cause further damages.

- Rental Officer Order #10-15107, NTHC v AD - issued April 22, 2016 - required the Respondent to pay rental arrears \$214.50, termination of the tenancy agreement May 31, 2016.
- Rental Officer Order #10-13789, HRHA v AD (Bilodeau) - issued February 21, 2014 - required the Respondent to pay rent on time in the future.
- Rental Officer Order #10-13326, HRHA v AD - issued March 26, 2013 - required the Respondent to pay rent arrears in the amount of \$370, pay repair costs \$486.69.

At the hearing the Applicant testified that previous Rental Officer Order #15625 requiring the Responder to pay \$41,360.24 was not enforced by the Landlord. After the order was issued, it was determined the property owner's insurance would cover the costs of the damages to this leased unit. This meant that the landlord had not suffered a loss, and this amount is removed from their rental account.

#### *Tenancy agreement*

The Applicant provided as evidence a written tenancy agreement between the parties for subsidized public housing. This agreement commenced on February 1, 2014, and continuing month to month until the tenancy agreement was terminated by Rental Officer Order #17513 on May 31, 2022, which also ordered the eviction of the Respondent from the rental premises on June 1, 2022. The Applicant testified and provided evidence that the Respondent did not vacate the rental premises as required under this order, despite warnings to do so, and the Sheriff enforced the eviction on March 31, 2023.

I am satisfied a valid tenancy agreement was in place in accordance with the Act and this tenancy was terminated on May 31, 2022, and the Respondent evicted by the Sheriff on March 31, 2023.

#### *Overholding*

The Applicant provided as evidence a lease balance statement with charges and payments on the Respondent's rental account. According to this statement on March 31, 2023, the Respondent had satisfied previous rental officer orders, had paid off a tenant damage charge from August 2022, had not accrued further rental arrears, but owed \$6500 for compensation for overholding. The Applicant testified the Respondent had not provided household income information and had been charged full market rent of \$1,625 per month for the period July 2022 to March 31, 2023. No payments were made on these charges during or after the period the Respondent occupied the rental premises.

Under subsection 67(1) of the Act, “a landlord is entitled to compensation for a former tenant’s use and occupation of the rental premises after the tenancy has been terminated”, and under subsection 67(4), on application of a landlord, a rental officer may order a former tenant to pay compensation.

\$3,180.44 - previously ordered under Rental Officer Order #17513 (April 2022) outstanding

\$374.29 - tenant damages charged August 2022

\$11,375 - overholding July 2022 to January 2023, 7 months at \$1,625 per month

\$14,929.73 subtotal amount owing

-\$11,679.73 payments made by Respondent (\$10,432 +1,247.73) January 2023

\$3,250 subtotal amount owing for overholding

\$3,250 - overholding for February to March 31, 2023, 2 months at \$1,625 per month

**\$6,500 TOTAL owing as compensation for overholding**

I am satisfied the lease balance statement accurately reflects the current status of the Respondent’s account. I find the Respondent owes \$6,500 in compensation for use and occupation of the rental premises after the tenancy was terminated.

#### *Tenant damages and cleaning*

The Applicant claimed \$7,632.42 for costs to repair damages and cleaning after the Respondent was evicted by the Sheriff from the rental premises. The Applicant provided entry and exit inspections reports, invoices and work orders, as well as photographs as evidence to support their claim. The claim includes the following:

Number	Amount	Description
1.	\$2,144.92	To dispose of possessions and trash left in the unit, including costs for disposal bins.
2.	\$1,154.49	To remove damaged exterior door and jamb and replace it.
3.	\$1,465.54	To remove damaged interior doors and install new doors and jambs.
4.	\$146.49	To replace burnt out bulbs, replace 2 light fixtures and replace damaged outlets and switch covers
5.	\$445.20	To repair damaged and bent radiator covers
6.	\$27.83	Remove all pins, screws and decals from walls
7.	\$242.70	Replace window screens
8.	\$371.46	Repair holes and damage to drywall
9.	\$265.11	Replace range hood
10.	\$866.78	Replace damaged stove/range (installed new in February 2023)

11.	\$55.65	Repair damaged HRV pipe insulation
12.	\$446.25	Clean unit
TOTAL	\$7,632.42	

The Applicant testified that an inventory of abandoned property was provided to the Rental Office and items were stored and then disposed of in accordance with direction provided.

At the hearing I found the costs associated with 1,3,4,5,6,7,8,10,11,12, reasonable and supported by the evidence. I questioned the charges associated with 2 to replace the exterior door and 9 to replace the range hood.

Applicant testified the Respondent had not reported the damage to the outside of the exterior door and jambs, nor had they filed a report with the RCMP, and because of this the Applicant concluded that the Respondent was most likely responsible for these damages. They also argued these damages were consistent with the damages in the interior of the rental premises.

I pointed out that under subsection 42(1) of the Act, the tenant is responsible for damages “caused by the wilful or negligent conduct of the tenant or persons who are permitted on the premises by the tenant”, the Act does not require the tenant to report damages to the RCMP, and it is the Applicant’s responsibility to prove their claim. Without evidence to the contrary, and in the absence of the Respondent at the hearing, we can only speculate about what happened. It is possible someone else, other than the Respondent or their guest, caused the damages on the Respondent’s door when they were not permitted entry.

After further review of the evidence and testimony after the hearing, I am still not convinced that the damages were caused by the Respondent or someone they allowed into the rental premises, and deny the claim for \$1,154.49.

The Applicant had also claimed \$265.11 to replace the range hood. They testified that at the end of the tenancy the range hood was not working and had to be replaced. When asked, the Applicant was unable to identify specific damages caused by the Respondent that would result in range hood not working. In the absence of this information, it is possible that the range hood did not work for other reasons and this could be considered a maintenance issue rather than tenant damages, for these reasons I deny this claim.

\$7,632.42 - total claim with GST

-\$1,154.49 - denied claim to replace exterior door and jamb

-\$265.11 - denied claim to replace range hood

\$6,212.82 REVISED TOTAL

I find the Respondent responsible for costs to repair damages and cleaning in the amount of \$6,212.82.

*Security deposit*

The Applicant provided a copy of the statement for the security deposit. According to the statement, the security deposit paid was \$500 and the interest calculated as \$2. When the security deposit with interest totalling \$502 is applied against the amount owing for tenant damages and cleaning, I find the amount owing that can be ordered is \$5,710.82.

*Orders*

An order will issue:

- requiring the Respondent to pay the Applicant compensation for use and occupancy of the rental premises after the tenancy was terminated in the amount of \$6,500 (ss. 67(4)); and
- requiring the Respondent to pay the Applicant costs for repair of tenant damages and cleaning in the amount of \$5,710.82 (p. 42(3)(e) and p. 45(4)(d)).

---

Janice Laycock  
Rental Officer