

IN THE MATTER between **HNT**, Applicant, and **JW**, 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 **city of Yellowknife in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

JW

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	February 8, 2024
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	PS, representing the Applicant
<u>Date of Decision:</u>	February 8, 2024

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against JW as the Respondent/Tenant was filed by the Rental Office October 2, 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 Respondent by registered mail signed for November 16, 2023, and by email deemed received November 3, 2023, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

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

A hearing scheduled for October 31, 2023, was cancelled due to unsuccessful service of the filed application and notice of attendance on the Respondent in advance of the hearing date. The hearing was re-scheduled and held February 8, 2024, by three-way teleconference. PS appeared representing the Applicant. JW was served with notice of the re-scheduled hearing by email deemed received December 15, 2023. The Respondent did not appear, 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 8, 2017, and ending May 10, 2023. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Rental arrears

The lease balance statement entered into evidence represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. All rents since January 2022 were unsubsidized due to the Respondent's reported household income exceeding the CNIT threshold and was charged at the maximum monthly rent of \$1,625. There were no payments received against the rent account in eight of the last 12 months of the tenancy, with the last payment recorded on October 5, 2022. The security deposit of \$1,628.55 was retained at the end of the tenancy against the Respondent's rental arrears.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondent has accumulated rental arrears in the amount of \$16,309, which represents approximately 10 months' unsubsidized rent. After applying the security deposit, the remaining balance of rental arrears amounts to \$14,680.45.

Repairs and cleaning

The Applicant provided the entry and exit inspection reports, photographs, an invoice, a work order, and a statement of damages in support of their claims for costs of repairs and cleaning as follows:

Removal and disposal of couch and yard debris	\$897.38
Cleaning throughout	\$600.00
Patching and painting throughout (depreciated)	\$1,982.54
Replace and install 5 door stoppers	\$50.00
Reinstall mechanical room shelf	\$66.00
Replace and install three stove burners and trays	\$300.00
Replace and install 6 rails in fridge/freezer	\$691.00
Replace and install 2 interior window panes	\$800.00
Replace and install 4 window screens	\$264.00
Replace and install 12 electrical covers	\$120.00
Replace and install 2 hand railings	\$250.00
Replace and install 1 stair trim	\$132.00
Reinforce bathroom door	\$350.00
Replace and install bathroom fixtures	\$132.00
Reinstall 1 bedroom door	\$132.00
Replace and install 1 heat register cover	\$66.00
Replace and install 1 bedroom door handle	\$75.00
Sub-total	\$6,907.92
10% Admin Fee	\$690.79
5% GST	\$379.94
Total	\$7,978.65

In the original application the Applicant had claimed estimated depreciated costs of \$2,632 for patching and painting throughout due to damages and extensive writing on the walls. At the hearing the Applicant provided a work order representing the total actual costs for that work amounting to \$9,685.18. Of that amount, \$5,565 was specifically for the contracted painter and \$1,043.46 was specifically for the paint and finishing supplies. The rest was for preparatory and cleaning work completed in-house by the Landlord's maintenance personnel. Upon being asked, the Applicant confirmed that the rental premises had last been painted in 2016. I agreed to allow 100 percent of the costs for the in-house preparation and cleaning work, but would only permit 30 percent of the costs for the contractor and supplies given the Landlord had already benefited from 7 of 10 years of the average useful life of the painting. The depreciated amount thus calculated came out to \$1,982.54 for patching and painting the walls throughout.

Otherwise, all other claims for repairs and cleaning were made out as being the Respondent's responsibility and costs were made out as reasonable. As such, I find the Respondent liable for the costs of repairs and cleaning, including Admin fees and GST, in the total amount of \$7,978.65.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$14,680.45 (p. 41(4)(a)); and
- requiring the Respondent to pay costs of repairs and cleaning in the amount of \$7,978.65 (p. 42(3)(e), p. 45(4)(d)).

Adelle Guigon
Rental Officer