

IN THE MATTER between **H.N.T.**, Applicant, and **M.P.**, 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 **city of Yellowknife in the Northwest Territories**.

BETWEEN:

**H.N.T.**

Applicant/Landlord

-and-

**M.P.**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 17, 2024

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

**Appearances at Hearing:** P.S., representing the Applicant

**Date of Decision:** April 18, 2024

### **REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against MP as the Respondent/Tenant was filed by the Rental Office February 8, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was deemed served on the Respondent by email on March 2, 2024.

The Applicant claimed the Respondent, a former tenant, had rent owing and was responsible for costs to repair damages and cleaning. An order was sought for payment of rental arrears and payment of costs to repair damages and cleaning.

A hearing was held April 17, 2024, by three-way teleconference. P.S. appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent was provided sufficient notice, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

#### *Previous order*

Rental Officer Order #17544 was issued May 16, 2022, requiring the Respondent to pay rental arrears in the amount of \$9,228, pay tenant damages in the amount of \$528.28, terminating the tenancy on May 31, 2022, and eviction on June 15, 2022.

This Order was appealed by the Respondent - P v NTHC et al, 2023 NWTSC 11. In their reasons dated May 30, 2023, Justice Shaner dismissed the Respondent's appeal, confirmed the order terminating the tenancy and ordering damages and renewed the eviction order requiring the Respondent to vacate the premises within 30 days of the reasons.

During their tenancy, and prior to #17544, two other orders were issued:

- Rental Officer Order #17324, issued August 14, 2021, requiring the Respondent to pay rent on time, comply with obligation to report household income, comply with obligation to not disconnect fire alarm in building, comply with obligation to not disturb Landlord or other tenants and not breach this obligation again, as well as termination on November 30, 2021 unless rent for August, September and October 2021 paid when due and no further disturbances.
- Rental Officer Order #16901, issued June 3, 2020, requiring the Respondent to pay rental arrears in the amount of \$939, pay rent on time, comply with obligation to not disturb tenants and not breach this obligation again.

*Tenancy agreement*

The Applicant provided, as evidence, a copy of the written tenancy agreement between the parties for subsidized public housing commencing on April 3, 2019 and continuing month to month. This tenancy agreement was terminated on May 31, 2022 by Rental Officer Order #17544. This order was upheld by the Justice K.M. Shaner in P v. NTHC et al, 2023 NWTSC 11, and the eviction was renewed for June 29, 2023.

According to the Applicant, the Respondent remained in occupation of the rental premises until the Sheriff enforced the eviction on August 2, 2023.

I am satisfied a valid tenancy agreement between the parties was in place in accordance with the Act, this tenancy was terminated on May 31, 2022, and the Respondent vacated the rental premises on August 2, 2023.

*Rental arrears - overholding*

The lease balance statement provided, as evidence, represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. According to the statement, when the Respondent was evicted on August 2, 2023, they were responsible for rental arrears previously ordered in the amount \$9,228.00 and under subsection 67(1) of the Act, the landlord was entitled to compensation for the Respondent's use and occupation of the rental premises after the tenancy was terminated, and the Respondent had accumulated overholding rent totalling \$2,320.16 for the period June 1, 2022 to August 2, 2023.

According to the statement in January 2024, a CRA Remittance of \$410.18, was applied against the previously ordered rental arrears, leaving the \$8,817.82 remaining on the order that can be enforced, and \$2,320.16 owing for compensation for occupation of the rental premises after the tenancy was terminated.

At the hearing, the Applicant noted that although they could have charged full market rent for the overholding period, they maintained the subsidy.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondent accumulated rent for overholding, after the tenancy was terminated in the amount of \$2,320.16.

According to the statement provided by the Applicant, as evidence, the security deposit with interest is calculated to be \$1,626.69. When the security deposit with interest is applied against the overholding rent owing, I find that \$693.47 can be ordered paid by the Respondent to the Applicant as compensation for use and occupation after the tenancy was terminated.

### *Tenant damages*

The Applicant claimed \$7,076.42 including 10% Admin fee and 5% GST, for costs to repair damages and cleaning required after the Respondent vacated the rental premises. They provided, as evidence, copies of the entry and exit inspection reports, a list of costs for repairs dated November 27, 2023, work order RM403170, as well as the invoice to the Respondent, copies of invoices from Best Movers and Aurora Windows and Doors, and photographs detailing the condition of the rental premises.

The Applicant testified they gave the Respondent many opportunities to remove their possessions before and after the wildfire evacuation and the Respondent did remove some items. An inventory of abandoned items was filed with the Rental Office and permission was provided to dispose of the remaining property.

The claim includes:

- \$957.56 - to clear out the rental unit and take items to the dump - copy of invoice #13369 from Best Movers.
- \$645.00 - to clean unit and yard
- \$2,524.09 - other repairs including
  - ✓ repairing/replacing light fixtures, receptacle and bulbs;
  - ✓ patch drywall holes and paint
  - ✓ remove stickers
  - ✓ repair trim, rehang door in master bedroom
  - ✓ replace towel rod, toilet paper holder

\$4,126.65 Subtotal

Also claimed was:

- \$2,000.00 - to replace door and window - copy of invoice 3229 from Aurora Window and Doors Ltd, for one 36" exterior door and frame \$1,120, one double pane sealed unit 20 x 30 \$230, labour \$600 and supplies \$50 (note: Applicant's list of costs dated November 27, 2023, includes a total of \$2,000.12, this is not consistent with the invoice.)

At the hearing, the Applicant testified the window was broken from the inside and was the responsibility of the Respondent. I found the majority of the charges to be reasonable and supported by evidence including the charges for replacing the window. However, I reserved my decision on the claim for the costs to replace the exterior door pending further information including:

- Which door was replaced?
- Why?
- Were damages noted in entry inspection report the reason for the replacement?

On April 17, 2024, after the hearing concluded, the Applicant provided further information by email to the Rental Office. According to their email, the rear door had been barred and taped up by the tenant (as shown in the photos), and when the wooden bar and tape were removed the maintenance crew found that the door had been broken off the hinges and the door required replacement. The move in inspection shows the door had dents in it, but the door was useable. A photo was provided of the door at move-in.

Under subsection 42(1) of the Act, a tenant shall repair damages to the rental premises caused by their wilful negligent conduct of the tenant or persons permitted on the premises by the tenant. In this case, the Applicant has testified that the door was damaged and required replacement, however, they did not provide any evidence on who caused the damages and I remain unclear about what happened - if this is a maintenance issue, or as a result of the negligent conduct of the Respondent, or due to someone other than the Tenant trying to force their way into the rental premises. Accordingly, I am not satisfied, based on the evidence, that the Respondent is responsible for the damages to the exterior door. I deny the claim for replacement of the exterior door totalling \$1,420 (\$1,120 door, \$300 labour), but find the remainder of the claim totalling \$580 is reasonable and will order it paid.

\$4,126.65 subtotal - Best Movers, cleaning, and repairs

\$ 580.00. Remainder of Aurora Windows invoice - Replacement of broken window, hardware, labour, supplies;

\$4,706.65

\$ 470.66 Admin fee 10%

\$ 258.86 GST 5%

\$5,436.17 TOTAL

I find the Respondent has breached their obligations under the Act to repair damages and maintain ordinary cleanliness and find they are responsible for costs to repair damages and cleaning in the amount of \$5,436.17.

#### *Orders*

An order will issue:

- requiring the Respondent to pay costs for repair of damages and cleaning in the amount of \$5,436.17 (42(3)(e) and 45(4)(d)); and
- requiring the Respondent to pay compensation for use and occupation of the rental premises after the tenancy was terminated in the amount of \$693.47 (ss. 67(4)).

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Janice Laycock  
Rental Officer