

IN THE MATTER between **HNT**, Applicant, and **MR and DR**, 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,

BETWEEN:

HNT

Applicant/Landlord

-and-

MR and DR

Respondent/Tenants

REASONS FOR DECISION

Date of the Hearing: April 10, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: CC and MC, representing the Applicant

Date of Decision: April 10, 2024

REASONS FOR DECISION

An application to a rental officer made by the IHA on behalf of HNT as the Applicant/Landlord against MR and DR as the Respondents/Tenants was filed by the Rental Office February 15, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was personally served on the Respondents on March 18, 2024.

The Applicant claimed the Respondents had not paid rent when due and at the end of their tenancy were responsible for costs to repair damages and cleaning. An order was sought for payment of rental arrears and to pay costs for repair of damages and cleaning.

A hearing was scheduled for April 10, 2024, by 3-way teleconference. MC and CC attended the hearing representing the Applicant. The Respondents did not attend the hearing, nor did anyone attend on their behalf. As the Respondents 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).

Previous orders

Previous rental officer orders between the parties:

- Rental Officer Order #16761, issued December 9, 2019, requiring the Respondents to pay rental arrears in the amount of \$9,637.74, to pay rent on time in the future, termination of the tenancy agreement on March 31, 2020 unless the rental arrears are paid in full and rents for January, February and March 2020 are paid on time. If the tenancy is terminated then the Respondents are evicted on April 1, 2020.
- Rental Officer Order #16188, issued September 28, 2018, requiring the Respondents to pay rental arrears in the amount of \$4,067.50, pay rent on time in the future, pay call out costs in the amount of \$115.50, termination of the tenancy agreement on December 31, 2018 unless rental arrears paid in full and rent for October, November and December 2018 paid on time. If the tenancy is terminated eviction on January 1, 2019.

According to the evidence and testimony of the Applicant both orders had been satisfied and the tenancies continued.

Tenancy agreement

A copy of the written tenancy agreement for subsidized public housing was provided as evidence. According to the tenancy agreement the tenancy commenced on December 1, 2017 and continued month to month. The Applicant provided notice of termination to the Respondents for failure to pay utilities and later for failing to pay rent. The Respondents vacated the rental premises on December 12, 2023.

I am satisfied a valid tenancy agreement was in place in accordance with the Act and the tenancy was terminated on December 12, 2023.

Rental arrears

A copy of the lease balance statement dated February 5, 2024, was provided as evidence. This statement is the Landlord's accounting of monthly rent charged and payments made against the rental account. According to this statement the Respondents' assessed rent was full market rent of \$1,625 per month, and after not paying the full rent when due, at the end of their tenancy they had rental arrears totalling \$6,289.95.

I am satisfied the lease balance statement accurately reflects the status of the Respondents' rent account, and find at the end of their tenancy they had rental arrears owing in the amount of \$6,289.95.

Repair of damages and cleaning

The Applicant claimed \$4,238.76 for repair of damages and cleaning at the end of the Respondents tenancy. They provided as evidence entry and exit inspection reports, invoices, work orders and an estimate of the cost of labour and materials to complete the repairs and cleaning. The claim includes the following:

- \$180.51 - to change the locks on the front and back door after only one of the keys was returned at the end of the tenancy. Work Order TD405000 and invoice TD2538.
- \$4,058.25 - to clean and repair damages. Work Order TD406241 and Invoice 2535. Estimate of labour and materials:
 - ✓ \$1,875 repair and replacement of damaged interior doors (front and back entry, 3 bedrooms);
 - ✓ \$185 remove garbage;
 - ✓ \$855 to clean entire unit as well as remove stains on floor and clean vent;
 - ✓ \$645 to repairs holes in walls; and
 - ✓ \$305 other - replace screens, repair window handle, replace vent cover, repair door casing.

✓ 193.25 GST

I am satisfied based on the evidence that at the end of their tenancy the Respondents were in breach of their obligations under the Act to repair damages and maintain the ordinary cleanliness of the rental premises. I find they are responsible for costs to repair damages and cleaning in the amount of \$4,238.76.

According to the statement provided as evidence the security deposit with interest earned is \$1,633.10. When this amount is applied against the costs for repair of damages and cleaning, the amount owing is \$2,605.66.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears owing in the amount of \$6,289.95 (p. 41(4)(a)); and
- requiring the Respondents to pay costs for repair of damages and cleaning totalling \$2,605.66 (p. 42(3)(e) and p. 45(4)(d)).

Janice Laycock
Rental Officer