

IN THE MATTER between **HNT**, Applicant, and **WS**, 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 **Jerry Vanhantsaeme**, Rental Officer, regarding
a rental premises located within the **hamlet of Fort Providence in the Northwest
Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

WS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 12, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MB, representing the Applicant

Date of Decision: June 13, 2024

REASONS FOR DECISION

An application to a rental officer made by FPHA on behalf of HNT as the Applicant/Landlord against WS as the Respondent/Tenant was filed by the Rental Office April 9, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Providence, Northwest Territories. The filed application was served on the Respondent by registered mail on May 10, 2024.

The Applicant claimed the Respondent, a former tenant, had rent owing and was responsible for costs removal garbage and damages. An order was sought to pay rent owing and costs of repairs.

A hearing was held on June 12, 2024, by three-way teleconference. MB 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 as provided for under subsection 80(2) of the *Residential Tenancies Act (Act)*. Due to the severity of the claim, the hearing was adjourned *sine die* subject to the Applicant providing supporting documentation to the claim.

Previous Orders

There is one previous order involving the Respondent during a previous tenancy, mostly involving rental arrears.

- Rental Officer Order 16333, issued February 8, 2019, ordered the Respondent and one other person to pay rental arrears of \$225.00, pay rent on time, and ordered conditional termination April 30, 2019, unless the arrears were paid in full and subsidized rents for February, March and April were paid on time. If the tenancy agreement was terminated, the Respondents of Order 16333 would be evicted on May 1, 2019.

Tenancy agreement

Evidence was provided establishing a month-to-month tenancy agreement for subsidized public housing commencing September 17, 2022. I am satisfied a valid tenancy agreement is in place in accordance with the *Act*.

Rental Arrears

The lease balance statement printed on March 14, 2024, and provided as evidence, represents the Landlord's accounting of monthly rents and payments received and charges owed by the Respondent. Based on household income, the subsidized rent was assessed at \$75.00 s of July 1, 2023 and remained at that amount until the Respondent vacated the rental premises.

According to the statement, when the tenant vacated the rental premises the arrears balance was \$48.83. During the hearing, the Applicant's representative testified the security deposit was utilized to clear the arrears and remainder put towards outstanding tenant damages.

As the Respondent's arrears were cleared by the security deposit, the request for payment of arrears is denied.

Tenant Damages

The Applicant claimed costs for repair of damages and cleaning totalling \$12,770.70. An entry and exit inspection report was submitted into evidence. Two work orders detailing the work was done and supported by photographs.

When reviewing the claim, I considered the evidence provided to determine if the Respondent was responsible for the damages and cleaning.

Under subsection 42(1) of the *Act*, a tenant shall repair damage to the rental premises caused by their wilful negligent conduct of the tenant or persons permitted on the premises by the tenant:

The following are the amounts claimed and my findings:

1. **\$111.63 claimed** on the Lease Balance Statement, Work Order 397886, Exterior door jamb repair. WO not provided. The amount claimed would be in line with a repair this type of repair. Amount deducted from security deposit. **Claim approved and paid.**
2. **\$1,160.25 claimed** on the Lease Balance Statement. Work Order 455848 including an invoice from the contractor used to removal of garbage from the rental premises. The Applicant's representative testified the Respondent was given a week to remove the garbage from the property and rental premises. The Respondent failed to do so. The Applicant's representative testified, the Respondent was advised they would remove the garbage and the Respondent would be billed for the costs. Total cost charged to the Respondent for removal of the garbage was \$1,160.24. The security deposit balance of \$754.43 was applied to the invoice, leaving a balance owing in the amount of \$566.29. The Applicant could not provide evidence of the items disposed or the quantity to support the invoice amount, **partial claim equalling the damage deposit balance is approved.** The **\$566.29 balance for garbage removal is denied.**

3. **\$12,203.98 claimed and approved.** Work Order 402839 claimed an amount of \$11,622.84. The corresponding invoice to WO 402839 plus GST total amount claimed. Labour to complete the repairs was 290.5 hours at a cost of \$10,295.32. Materials for the repairs totalled \$1,327.52. Work carried out under the WO included repairs to walls, painting, replacement of doors, door knobs and other material needed - **supported by evidence and approved.**

\$12,203.98 TOTAL COSTS APPROVED.

Based on the evidence and Applicant's testimony at the hearing, it is my opinion that the Respondent has breached their obligations under the Act to repair damages. I find they are responsible for costs to repair damages in the amount of \$12,203.98.

Orders

An order will be issued:

- requiring the Respondent to pay costs of repairs to the rental premises in the amount of \$12,203.98 (p.42(3)(e)).

Jerry Vanhantsaeme
Rental Officer