

IN THE MATTER between **HNT**, Applicant, and **NN**, 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 **self government of Whati in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

NN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 30, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: KAF, representing the Applicant

Date of Decision: August 7, 2024

REASONS FOR DECISION

An application to a rental officer made by WHA on behalf of HNT as the Applicant/Landlord against NN as the Respondent/Tenant was filed by the Rental Office May 27, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Whati, Northwest Territories. The filed application was personally served on the Respondent on June 11, 2024.

The Applicant claimed that the Respondent had abandoned the rental premises; had accumulated arrears in the amount of \$10,856.00, and caused damages totalling \$34,942.45. An order was sought for payment of rental arrears and damages totalling \$45,798.45.

A hearing was scheduled for July 30, 2024, by three way teleconference. KAF appeared representing the Applicant. The Respondent did not appear at the hearing, nor did anyone appear on the Respondent's behalf. The Respondent was personally served notice of the hearing on June 11, 2024. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the Residential Tenancies Act (the Act). Due to the severity of the application, the hearing was adjourned *Sine Die* for the Applicant to provide supporting documents to the claim.

Tenancy Agreement

The Applicant provided evidence of a written fixed term tenancy agreement between the parties for subsidized public housing running from June 23, 2015 to December 31, 2015. After which time, the tenancy reverted to a month-to-month tenancy. I am satisfied there was a valid tenancy agreement between the parties in accordance with the Act.

Previous Orders

Rental Officer Order #17058, dated November 20, 2020, required the Respondent to pay \$7,026.00 in rental arrears, terminating the tenancy on February 28, 2021 unless the subsidized rents for December 2020 through February 2021 are paid on time and the arrears are paid in full, and should the tenancy be terminated evicting the Respondent on March 1, 2021.

Abandonment

The Applicant's representative testified they had received calls from other Tenants in the rental complex of sewage smells coming from under the rental complex. The Applicant's representative testified in March 2023, maintenance staff attended the complex and determined the sewage damage was coming from the Respondent's rental premises and had not been brought forward by the Tenant themselves. The representative also testified they were watching the unit to determine if anyone was occupying the unit, based on what they had observed within the rental premises.

The representative testified as there was no activity at the unit, they gave notice of the Landlord entering the unit on May 11, 2023, to conduct an inspection. During the inspection, the Landlord's representative noted the rental premises was filled with garbage, contained insects and the sewage had backed-up. The Landlord's representative testified they gave notice to the tenant regarding abandonment as of the May 18, 2023. The representative also testified when talking with the Respondent, arrangements had been made allowing them until May 26, 2023 to pack and remove their belongings.

The Applicant testified the Respondent had not removed their belongings and just turned over the keys to the rental premises.

The Applicant's representative also testified, along with their maintenance staff, they had to get an extra helper to clean the unit to repair damages.

Rental Arrears

The lease balance statement entered into evidence represents the Landlord's accounting of the monthly assessed rents and payments received since from June 23, 2015 to May 30, 2023. During the tenancy, the Respondent's rent varied based on the income subsidy received from the Landlord. The subsidized rent from July 2022 to June 2023 is calculated at \$150.00. During this time period, the Respondent failed to pay 9 months of the subsidized rent, resulting in the accumulation of \$10,856.00 owed.

In review of lease balance statement, it was also noted no payments were received for Rental Officer Order # 17058. After deducting the \$7,026.00 owed from the previous order, I find the Respondent accumulated new arrears in the amount of \$3,830.00.

Damages

The Applicant initially claimed costs for repair of damages in the amount of \$34,942.45. The Applicant's representative testified the claim is based on two work orders. One for repairs caused by the overflowing of the toilet and one for costs incurred for remediation and repairs done after the unit was deemed abandon. During the hearing, the Rental Officer questioned the breakdown of the repair costs, specifically the claim for repairs to the rental premises after the unit was deemed abandoned. Below is a breakdown with regards to the claim for repairs:

- **WO 371191, dated March 27, 2023** - cost of repairs due to overflowed toilet. \$393.89 for materials and \$938.35 for labour costs and expenses for maintenance staff to travel to Yellowknife for supplies. Photo evidence provided.
- **WO 410179, Dated Feb 27, 2024** - Costs of repairs due to abandonment. \$14,968.11 for materials and \$18,642.10 for labour costs. Photo evidence provided.

Upon request the Landlord's representative confirmed a move-out inspection was done.

Time limitation for making an application

Section 68(1) of the Act requires that an application to a rental officer be made within six months of the end of the tenancy and provides for the Rental Officer to grant an extension to that time period where the Rental Officer is of the opinion that it would not be unfair to do so.

The Rental Officer requested confirmation if there was any written correspondence with the Respondent regarding the claim. The representative testified they did not have anything in writing. However, the Respondent had attended their office requesting access to the personal belongings being stored, took items, and advised the Applicant to dispose of the remaining items.

Subsection 68(3) provides for the Rental Officer to extend the time for making an application where the Rental Officer is of the opinion that it would not be unfair to do so. On May 18, 2023, the Applicant notified the Respondent of them deeming the rental premises abandoned as of May 11, 2023. No further written correspondence with regards to outstanding arrears or claim for damages was provided until February 1, 2024. Given the lack of effort on the Landlord's part to resolve the claim directly with the Respondent for nearly 9 months after the rental premises was deemed abandoned, I am not satisfied that it would be fair to grant an extension to the time for making an application.

As such, the application for the rental arrears and damages totalling **\$38,772.45 is denied** as exceeds the Rental Officer's jurisdiction.

Dated at the city of Yellowknife in the Northwest Territories this 7th day of August 2024.

Jerry Vanhantsaeme
Rental Officer