

IN THE MATTER between **HNT**, Applicant, and **AL and BJ AM**, 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 **Jerry Vanhantsaeme**, Rental Officer, regarding a rental premises located within the **city of Yellowknife in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

AL AND BJ AM

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: September 3, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant

Date of Decision: September 6, 2024

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against AL and BJ AM as the Respondents/Tenants was filed by the Rental Office April 29, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served by registered mail on the Respondents on May 30, 2024. However the filed application was reported as returned to the Applicant as the Respondents had failed to pick it up.

A hearing was scheduled for June 26, 2024, by three-way teleconference. PS appeared representing the Applicant. The Respondents did not appear, nor did anyone on their behalf. However, it was established that the Respondents had not been successfully served with the file application and notice of attendance, given the documents were returned to the Applicant by Canada Post. The Rental Officer adjourned the hearing, directing the Applicant to serve the filed application by email.

The Applicant alleged the Respondents had been evicted from the rental premises. The Applicant's representative claims the Respondents had caused damages to the rental premises and accumulated rental arrears. An order was sought for payment of costs for repairs and outstanding rental arrears.

The hearing was rescheduled and held on September 3, 2024, by three-way teleconference. PS appeared representing the Applicant. The Respondents were served notice of the hearing by email and deemed served on July 26, 2024. The Respondents did not appear at the hearing, nor did anyone appear on their behalf. The hearing proceeded in their absence as provided for under subsection 80(2) of the *Act*. The Rental Officer adjourned the hearing *Sine Die* for the Applicant to provide supporting evidence to their claim.

Tenancy Agreement

Evidence was provided establishing a tenancy agreement between the parties was for subsidized public housing commencing June 27, 2023. I am satisfied a valid tenancy agreement is in place accordance with the *Act*.

Previous orders

Rental Officer Order #18178, dated February 26, 2024, ordered the Respondents to pay rental arrears in the amount of \$1,825.00, pay \$75.08 in repair costs, compensate the Landlord for the cost of electricity paid on their behalf in the amount of \$1,171.47, terminated the tenancy on March 6, 2024, and an eviction order for March 7, 2024.

Rental arrears

The lease balance statement entered into evidence represents the Landlord's accounting of the monthly assessed rents and payments against the Respondent's rent account. During the term of the tenancy, the Respondent's rent was calculated at \$365.00 per month.

During the hearing, the Applicant's representative testified the Respondents had been evicted on March 21, 2024 from the rental premises as authorized by a Rental Officer Order.

The lease balance statement indicates the Respondents failed to pay March 2024 rent and up to the eviction date. The lease statement also contained charges for damages after the eviction in the amount of \$5,249.35. After deducting the damages claim, and the amounts owing under Rental Officer Order #18178, the rental arrears balance is \$247.00.

The lease balance statement also indicated a security deposit in the amount of \$1,625.09. In review of the ledger and deducting the arrears from the security deposit, leaves a zero balance for rental arrears, the claim for rental arrears is **denied**.

The remaining \$1,378.09 was put towards the damages.

Damages

The Applicant claimed costs for repair of damage and cleaning of the rental premises. Entered into evidence was the tenant check-in/out unit condition report, damage claim costs, invoices, and photographs.

Under subsection 42(1) of the *Act*, a tenant shall repair damages to the rental premises caused by their wilful or negligent conduct of the tenant or persons permitted on the premises by the tenant, and under subsection 42(3)(e) of the *Act*, where, on the application of a landlord, a rental officer determines that a tenant has breached the obligation imposed by this section, the rental officer may make an order (e) requiring the tenant to pay any reasonable expenses directly associated with the repair or action.

I reviewed the evidence provided to determine if the Respondents were responsible for the damages, cleaning and if the costs for the work was reasonable.

The following are the amounts claimed and my findings by rooms:

- **\$236.00 claimed and approved - Front Entrance** - reinstall door closer, reinstall light globe (missing light cover and bulb and damaged bulb), reinstall missing smoke detector. Supported by evidence;
- **\$192.00 claimed and approved - Dining/Living Area** - rehang window screen, repair radiator holding hardware and covering. Supported by evidence;

- **\$132.00 claimed and approved - Kitchen** - replace base under kitchen sink, clean oven, clean fridge and counter top. Supported by evidence;
- **\$465.00 claimed and approved - Bathroom** - reinstall door knob, replace door frame, repair door trim, replace three bulbs, provide sink stopper. Supported by evidence;
- **\$1,044.00 claimed and approved - Master Bedroom** - repair door frame, replace switch, patch and paint two walls, provide radiator cover panels, provide light globe and two bulbs. Supported by evidence;
- **\$915.00 claimed and approved - Bedrooms 2 and 3** - reinstall window screen, replace door, repair door frame, reinstall door knob, paint and patch holes on two walls, install light globe, install light receptacle. Supported by evidence;
- **\$66.00 claimed and approved - Laundry Room** - rehang door. Supported by evidence;
- **\$2,102.37 claimed - Cleanup** - full unit cleaning, remove of items left by tenant to the dump (\$1,506.37) and dump fee (\$146.70). **\$450 approved for cleaning. Claim for removal of items and dump fee denied, no evidence provided to support claim with regards to items taken to the dump.**

\$3,500.00	Damaged approved
\$175.00	GST
\$3,675.00	Total Damages Costs Approved

After applying the remainder of the security deposit in the amount of \$1,378.09, the balance remaining for tenant damages is \$2,296.91. Based on the evidence provided, and testimony of the Applicant's representative, I find the Respondents responsible for damages and cleaning of the rental premises in the amount of **\$2,296.91**.

Orders

An order will be issued:

- requiring the Respondent to pay the Applicant the cost of repairs and cleaning in the amount of \$2,296.91 (p. 42(3)(e), p. 45(4)(d)).

Jerry Vanhantsaeme
Rental Officer