

IN THE MATTER between **HNT**, Applicant, and **TW**, 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 **city of Yellowknife in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

TW

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 9, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant

Date of Decision: September 20, 2024

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against TW as the Respondent/Tenant was filed by the Rental Office June 28, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondent by email on July 3, 2024 and deemed served on July 6, 2024.

The Applicant alleged the Respondent has outstanding tenant damages for a previous rental premises and has also failed to pay rent in full and on time, resulting in the accumulation of rental arrears. An order was sought for payment of cleaning costs, damages, and outstanding rental arrears.

A hearing was held September 9, 2024, by three-way teleconference. PS appeared representing the Applicant. The Respondent did not appear, nor did anyone on their behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act (Act)*. The hearing was adjourned *Sine Die* for the Applicant to provide supporting evidence to their claim.

Tenancy Agreement

Evidence provided establishing a month-to-month tenancy agreement between the parties for subsidized public housing commencing October 17, 2012, and signed by all parties.

The Rental Officer questioned Schedule A of the tenancy agreement in relation to the application as arrears were being claimed after a move out inspection had been done and there was no up-to-date schedule A to denote the Respondent remaining as a tenant. The Applicant's representative testified there had been no change of tenancy, the Respondent had transferred to a different rental premises. Upon request, an updated tenancy agreement containing the correct Schedule A was provided.

I am satisfied a valid tenancy agreement was in place in accordance with the *Act*.

Rental Arrears

The lease balance statement entered into evidence represents the Landlords's accounting of the monthly assessed rents and payments made against the Respondent's rent account. The lease balance statement indicates the tenants calculated rent at the time of the application to be \$610.00. The last time the rent was not in arrears was March 26, 2024.

The lease balance statement entered into evidence showed the Respondent as having a balance due in the amount of \$2,105.00. Included in the statement was a tenant damage charge of \$1,495.20. Tenant damages are not considered arrears. The arrears balance at the time of the application was \$610.00.

Prior to the hearing, an updated lease balance statement was provided showing the Respondent's rent being increased as of July 1, 2024, from \$610.00 to \$1,295.00. This increase is in relation to the income earned under the rent structure for subsidized public housing. Entered into evidence was an email to the Respondent advising of the rent increase. The updated statement showed the Respondent failed to pay rent for three months at the new calculated rent. As of September 10, 2024, the arrears have increased to \$4,495.00.

I am satisfied the Respondent repeatedly failed to pay the full amount of the rent when due and find the Respondent has accumulated rental arrears in the amount of \$4,495.00.

Damages

The Applicant claimed costs for repair of damage and cleaning of the rental premises. Entered into evidence was the tenant's check-in/out unit condition report, photographs, and cost sheet. In review of the application, the Rental Officer noted on March 5, 2024 the Respondent was transferred under section 3 of the tenancy agreement, but was not advised until June 14, 2024 about the cost of repairs to the unit within the application and questioned why a move out inspection was not completed until June 5, 2024. The Applicant's representative testified the Respondent was transferred but did not complete their move-out until just prior to the inspection. The Applicant's representative testified the Respondent took an extended period of time to move out and the keys were not turned over until May 30, 2024.

The Rental Officer also questioned the repairs estimate and why the Applicant is claiming cleaning costs. The check out report does not say the unit is unclean, it does however say partial cleaning required and the inspection report did not specify what the cleanliness issues were. The Rental Officer also questioned if the cleaning cost was in relation to repairs required and the cost of cleaning afterwards. The Applicant's representative testified when doing a move out inspection, it is based on that time.

I reviewed the claim with the evidence provided to determine if the Respondent was responsible for the damages, cleaning, and if the cost for the work was reasonable.

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, 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.

The following are the amounts claimed and my findings:

- **\$450.00, claimed and approved** - Partial cleaning of the rental premises. **Supported by evidence;**
- **\$132.00, claimed and approved** - Hallway repairs, trim replacement and corner bead repair. **Supported by evidence;**
- **\$132.00, claimed and approved** - Living room, patch walls and replace & install curtain rod. **Supported by evidence;**
- **\$198.00, claimed and approved** - Bathroom, repair walls and replace door stop. **Supported by evidence;**
- **\$228.00, claimed and approved** - Master Bedroom, replace & install curtain rod, patch wall under window, electrical cover replacement, door stop and heat vent cover. **Supported by evidence;** and
- **\$284.00, claimed and approved** - Bedroom 2 & 3, replace & install curtain rod, patch wall, replace and install door stop. Replace & install curtain rod, patch wall. **Supported by evidence.**

\$1,424.00	Damage Approved
\$ 71.20	GST
\$1,495.20	Total Damages Costs Approved

I am satisfied the Respondent is responsible to pay to the Applicant costs for cleaning and repairs in the amount of \$1,495.20.

Orders

An order will be issued:

- requiring the Respondent to pay the Applicant rental arrears in the amount of \$4,495.00 (p. 41(4)(a));
- requiring the Respondents to pay future rent on time (p. 41(4)(b)); and
- requiring the Respondent to pay the Applicant the cost of repairs and cleaning in the amount of \$1,495.20 (p. 42(3)(e), p. 45(4)(d)).

Jerry Vanhantsaeme
Rental Officer