

IN THE MATTER between **HNT**, Applicant, and **MP**, 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 **Janice Laycock**, Rental Officer, regarding a  
rental premises located within the **city of Yellowknife in the Northwest Territories**.

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**MP**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** September 11, 2024

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** PS, representing the Applicant

**Date of Decision:** September 12, 2024

### **REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against MP as the Respondent/Tenant was filed by the Rental Office July 9, 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, deemed served July 15, 2024.

The Applicant claimed the Respondent was responsible for repair of damages and cleaning required at the end of their tenancy. An order was sought for the Respondent to pay the costs to repair damages and cleaning.

A hearing was held on September 11, 2024 by three-way teleconference. PS appeared representing the Applicant, the Respondent did not appear, nor did anyone appear on their behalf. As the Respondent was provided sufficient notice, the hearing proceeded as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

#### *Previous orders*

Previous Rental Officer Order file #18255, between HNT and MP, issued April 4, 2024, required the Respondent to pay rental arrears in the amount of \$1,579.62, and terminated the tenancy on March 31, 2024, due to failure to pay rent on time, repeated disturbances and permitting illegal activities in the rental unit. The eviction was ordered for April 4, 2024.

Previous Rental Officer Order File #17257, between the NTHC and MP, issued June 16, 2021, required the Respondent to pay rental arrears totalling \$478.98, pay costs for repairs totalling \$980.63, termination of the tenancy agreement on September 30, 2021, unless rental arrears and costs for repair of damages were paid in full. If the tenancy was terminated then eviction was ordered for October 1, 2021.

#### *Tenancy agreement*

The Applicant provided, as evidence, the written tenancy agreement for subsidized public housing, commencing on July 13, 2017 and continuing month to month. The subsidized rent was \$80 per month, and the tenancy was terminated on March 31, 2024, by previous Rental Officer Order #18255.

At the hearing, the Applicant testified that after the tenancy was terminated the Respondent abandoned the rental premises and it was not necessary to enforce the eviction order.

I am satisfied a valid tenancy agreement was in place in accordance with the Act and this tenancy was terminated on March 31, 2024.

*Tenant damages and cleaning*

The Applicant claimed \$13,166.08 for repair of damages and cleaning, included in this amount was a charge of \$.01 representing an adjustment in previous charges for tenant damages. I denied this amount as it was not part of the claim for repairs and cleaning after the tenancy was terminated. This brought the Applicant's claim to \$13,166.07.

The Applicant provided, as evidence, the entry and exit inspection reports, a copy of the invoice from Best Movers for disposing of the abandoned property, photos showing the condition of the unit prior to removing abandoned property, photos showing the condition after the items were removed, as well as an estimate of the repairs and cleaning required. The claim includes:

- \$1,926.87 - for Best Movers to move items from the rental unit to the dump and recycling depot, as well as dump fees and GST. At the hearing, the Applicant testified that the rental unit had been the site of a double homicide and items were disposed of because it would be unsafe to store them. A copy of a letter to the Respondent dated April 29, 2024, was provided, the letter informs the Respondent that their abandoned property would be disposed of under subsection 64(2) of the Act.
- \$11,239.20 (including GST) claimed for the following:
  - ✓ \$1,000 - hazardous clean up of the entire unit. The Applicant testified that the condition of the unit, including the presence of blood, required special measures be taken to clean the unit;
  - ✓ \$4,000 - patch entire unit;
  - ✓ \$750 - paint entire unit (this charge is prorated based on \$6,000/8 years = \$750 year);
  - ✓ \$132 - patch and paint holes in bedroom #2;
  - ✓ \$4,822 - other repairs including replacement of trim; repair/replacement of electrical receptacles, switches, globes and bulbs; rehang doors and replace frames and door knobs; replace bars and racks in fridge, replace missing towel bar and ring in bathroom, replace or rehang shelves in storage room and remove satellite dish and dispose of it.

At the hearing, I asked if the charge of \$132 to patch and paint holes in bedroom #2 was an error, as the previous claim of \$4,000 was for patching the entire unit and a further \$750 for painting the unit. The Applicant agreed that this may be the case and agreed to remove this charge. Other than this charge, I found the costs claimed to be reasonable and supported by the evidence. When the claim is adjusted to deduct the charge of \$132 and adjust the GST, I find the total owing for repair of damages is \$13,027.47.

$$\begin{aligned} \$10,704 - \$132 &= \$10,572 + \text{GST } 5\% \$528.60 = \$11,100.60 + \$1,926.87 \text{ (Best Movers)} = \\ & \$13,027.47 \end{aligned}$$

#### *Security deposit*

According to the statement dated July 3, 2024, and provided as evidence, the security deposit with interest is \$1,628.21. When this amount is deducted from the costs for repair of damages and cleaning totalling \$13, 027.47, the amount now owing that can be ordered is \$11,399.26.

#### *Orders*

An order will issue requiring the Respondent to pay costs for repair of damages and cleaning totalling \$11,399.26 (p. 42(3)(e) and p. 45(4)(d)).

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Janice Laycock  
Rental Officer