

IN THE MATTER between **HNT**, Applicant, and **CN**, 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 **town of Hay River in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

CN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 19, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant

Date of Decision: September 19, 2024

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of HNT as the Applicant/Landlord against CN as the Respondent/Tenant was filed by the Rental Office July 15, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was served on the Respondent by registered mail on September 10, 2024.

The Applicant alleged the Respondent had been outstanding rental arrears and damages to the rental premises after being evicted. An order was sought for the balance owed for damages after the security deposit was applied to the rental arrears and a portion of the damage claim.

A hearing was scheduled for September 19, 2024, by three-way teleconference. AS appeared on 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)*. At the hearing, I adjourned *Sine Die* in order for the Applicant to provide supporting documentation.

Tenancy Agreement

Evidence provided establishing a tenancy agreement between the parties for subsidized public housing commencing September 1, 2017 until the Respondent had been evicted on February 22, 2024. I am satisfied a valid tenancy agreement was in place in accordance with the *Act*.

Previous orders

Rental Officer Order # 18042, dated October 23, 2023, required the Respondent to pay \$460.00 in rental arrears, terminated the tenancy on October 31, 2023 due to the Respondent repeatedly and unreasonably causing disturbances, and repeated failure to pay rent when due and evicting the Respondent from the rental premises on November 1, 2023.

Security deposit

The Applicant entered into evidence a Damaged Deposit Statement of Interest Earned. The statement indicated on February 1, 2020, the Respondent had paid \$1,200.00 as a security deposit and the interest earned was \$2.14. The form also indicates damages and amount of rental arrears owed for a total amount of \$5,333.81. Also entered into evidence was a letter from the Applicant's representative to the Respondent advising they would be retaining the deposit to cover a portion of the costs. The total amount retained by the Applicant was \$1,202.14.

Rental arrears

The lease balance statement entered into evidence represents the Landlord's accounting of the rent and payments received against the Respondent's rental account from the start of the tenancy. At the end of the tenancy, the lease balance statement indicated the Respondent had rental arrears of \$761.00. The Applicant testified and provided supporting evidence the security deposit was applied to the arrears. The statement also included a claim for damages in the amount of \$4,572.81. Damages are not considered arrears.

The lease balance statement also indicated the remaining \$441.14 of the security deposit had been applied to the damage claim.

I am satisfied the lease balance statement accurately reflects the current status of the Respondents' rent account.

Tenant damages

The Applicant claimed costs for repair of damages and cleaning of the rental premises. Entered into evidence was the tenant's check-in/out unit condition report, photographs invoices, tenant statements, and work orders detailing the work done.

The Rental Officer reviewed the claim with the evidence provided to determine if the Respondent was responsible for the damages, cleaning, and if the costs for the work were 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:

- **\$185.84 claimed and approved**, Work Order #TD412800, charge for removal and disposal of perishable food items and trash left in the unit (April 2, 2024). **Supported by evidence.**
- **\$905.13 claimed and approved**, Work Order # TD 433137, charge for removing and disposing of items left in unit, shed and grounds (April 23, 2024). **Supported by evidence.**

- **\$657.00, claimed**, Work Order #TD433230, charge for completing removal and disposal all items and trash left in unit, on grounds and shed. Receipt accounting error on 000744 from town of Hay River. Amount charged is \$58.57. Actual charge is \$28.57. **\$625.50 Approved.**
- **\$352.76, claimed and approved**, Work Order #TD433360, charge for cleaning floor and walls to get rid of smell throughout unit. **Supported by evidence.**
- **\$111.30, claimed and approved**, Work Order #TD433357, charge for removing stickers, tape, pins, and screws from walls and ceiling throughout unit. **Supported by evidence.**
- **\$880.77, claimed and approved**, Work Order #TD433350, charge for repairing holes and drywall damage throughout unit. **Supported by evidence.**
- **\$391.76, claimed and approved**, Work Order #TD433688, charge for replacing missing window screens throughout unit. **Supported by evidence.**
- **\$47.73, claimed and approved**, Work Order #TD433439, charge for replacing sink stopper and toilet paper rollers throughout unit. **Supported by evidence.**
- **\$56.14, claimed and approved**, Work Order #TD433431, charge for replacing missing heat diffuser covers throughout unit. **Supported by evidence.**
- **\$76.62, claimed and approved**, Work Order #TD433432, charge for replacing missing and burnt out light bulbs throughout unit. **Supported by evidence.**
- **\$161.32, claimed**, Work Order #TD433138, charge for repairing damaged exterior door and frame. Invoice provided, no photo evidence. Applicant's representative testified they had missed taking photos of the damages. **Claim denied.**
- **\$81.15, claimed and approved**, Work Order #TD433362, charge for replacing damaged furnace grill. **Supported by evidence.**
- **\$27.83, claimed and approved**, Work Order #TD433438, charge for replacing missing fridge drawer. **Supported by evidence.**
- **\$55.65, claimed and approved**, Work Order #TD433427, charge for replacing damaged upstairs bathroom door frame. **Supported by evidence.**
- **\$27.83, claimed and approved**, Work Order #TD433422, charge for repairing loose knob on Master bedroom. **Supported by evidence.**
- **\$34.11, claimed and approved**, Work Order #TD433434, charge for replacing damaged door stop in downstairs bathroom. **Supported by evidence.**

- **\$55.65, claimed and approved**, Work Order #TD433355, charge for replacing missing ceiling tile in downstairs bathroom. **Supported by evidence.**
- **\$148.08, claimed and approved**, Work Order #TD433424, charge for replacing damaged 3rd bedroom door frame. **Supported by evidence.**
- **\$316.14, claimed and approved**, Work Order #TD433558, charge for replacing damaged shed door. **Supported by evidence.**

\$ 4,379.99	Approved costs with GST
\$ 441.14	Security Deposit Balance after arrears deducted
\$ 3,938.85	Total Damages approved costs with GST

I am satisfied the Applicants claim for cleaning costs and damages are accurate.

Orders

An order will be issued:

- requiring the Respondent to pay to the Applicant the costs of cleaning and repairs in the amount of \$3,938.85 (p. 42(3)(e), p. 45(4)(d)).

Jerry Vanhantsaeme
Rental Officer