

IN THE MATTER between **HNT**, Applicant, and **CG**, 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 **hamlet of Fort Resolution in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

CG

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 24, 2024
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	MU, representing the Applicant
<u>Date of Decision:</u>	September 24, 2024

REASONS FOR DECISION

An application to a rental officer made by FRHA on behalf of HNT as the Applicant/Landlord against CG as the Respondent/Tenant was filed by the Rental Office July 19, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Resolution, Northwest Territories. The filed application was served on the Respondent by registered mail on August 14, 2024.

The Applicant alleged the Respondent had accumulated rental arrears and tenant damages after vacating the rental premises. An order was sought for rental arrears and damages.

A hearing was held on September 24, 2024, by three-way teleconference. MU appeared representing the Applicant. The Respondent did not appear at the hearing, nor did anyone appear on their behalf. The hearing proceeded in the Respondents' absence pursuant to subsection 80(2) of the *Residential Tenancies Act (Act)*. I reserved my decision.

Tenancy Agreement

Evidence provided establishing a tenancy agreement between the parties for subsidized public housing commencing November 1, 2020. I am satisfied a valid tenancy agreement was in place in accordance with the *Act* until the tenancy ended May 5, 2023.

Previous orders

Rental Officer Order # 17865 dated February 10, 2023, requiring the Respondent to pay \$445.00 in rental arrears, terminated the tenancy agreement on March 15, 2023 and evicted the Respondent from the rental premises on March 16, 2023.

Security deposit

The Applicant entered into evidence a Damaged Deposit Statement of Interest Earned and corresponding documents showing the Respondent had paid \$700.00 as a security deposit and the interest earned was \$0.87. The documents indicated a \$457.00 was applied to rental arrears and the remaining \$243.87 was applied to tenant damages. The total amount retained by the Applicant was \$700.87.

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. The lease balance statement indicated the Respondent at the end of the tenancy had outstanding rental arrears in the amount of \$457.00. The same amount was applied from the security deposit, resulting in a zero balance owed for rental arrears. 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 in the amount of \$11,319.78. Of this amount, \$488.28 was recorded on the lease balance statement with \$243.87 applied from the security deposit leaving damages owing in the amount of \$204.41 recorded and provided to the Respondent. The Applicant's representative acknowledged the file and work orders were dated due to the fire in Hay River. Entered into evidence were check-in/out inspection sheet, photos and 11 work orders. Below is a breakdown in regards to the claim for repairs:

- **Work Order #TD 391488 - \$455.63** - Disposal of items left within and around the rental premises.
- **Work Order #TD 392473 - \$465.30** - Cleaning services in unit, start Mud and tape.
- **Work Order #TD 394789 - \$2,115.00** - Interior painting labour charge.
- **Work Order #TD 395843 - \$65.09** - Labour charge for estimate on door repair.
- **Work Order #TD 404520 - \$140.18** - Exterior door - repair screen door.
- **Work Order #TD 396785 - \$2,915.88** - Carpentry work and materials.
- **Work Order #TD 399907 - \$120.15** - Labour charge assisting repair
- **Work Order #TD 404157 - \$135.18** - Exterior Door - repair screen door, replace plastic.
- **Work Order #TD 410734 - \$3,974.77** - Cabinet, counter tops and hardware install.
- **Work Order #TD 412057 - \$484.32** - Cleaning services throughout rental premises.
- **Work Order #TD 391595/ Invoice 1735 - \$448.28** - Material list and estimate for repair. Invoice on lease balance statement.

\$ 11,319.78	Repairs claimed
\$ 243.87	Security deposit applied
\$ 11,075.91	Total owed for repair

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 Applicant acknowledged there was an issue with service of documents and they were required to re-file their application.

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.

Under the circumstances, I am of the opinion that it would be unfair to grant an extension to the time for making an application. Had any efforts been made to resolve the claim after the ending of the tenancy agreement, then perhaps I may have formed a different opinion.

The application for damages totalling **\$11,075.91 is denied** as it exceeds the Rental Officer's jurisdiction.

Dated at the city of Yellowknife in the Northwest Territories this 25th day of September 2024.

Jerry Vanhantsaeme
Rental Officer