

IN THE MATTER between **HNT**, Applicant, and **NM**, 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-

NM

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 1, 2024
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	MU, representing the Applicant
<u>Date of Decision:</u>	October 3, 2024

REASONS FOR DECISION

An application to a rental officer made by FRHA on behalf of HNT as the Applicant/Landlord against NM as the Respondent/Tenant was filed by the Rental Office on March 22, 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 email and deemed served on June 15, 2024.

The Applicant claimed the Respondent abandoned the rental premises and accumulated rental arrears. An order was sought for the payment of damages to the rental premises.

The Applicant claimed that the Respondent had abandoned the rental premises and caused damages to the rental premises. A hearing was scheduled for June 4, 2024, the hearing was rescheduled as attempted service had been done by registered mail and returned to the Applicant as the sender. The Applicant had sufficient time to continue with service prior to the hearing but did not do so. In the interest of fairness, the Rental Officer rescheduled the hearing. A hearing was scheduled for August 20, 2024, and again rescheduled at request of the Applicant to allow them to calculate repair costs for evidence and service on the Respondent. The hearing took place on October 1, 2024, by three-way teleconference. MU appeared representing the Applicant. The Respondent did not appear, nor did anyone on their behalf. The hearing proceeded in the Respondent's absence as provided for in subsection 80(2) of the Residential Tenancies Act. Due to the severity of the application, the hearing was adjourned *sine die* for the Applicant to provide documents requested by the Rental Officer.

Tenancy Agreement

Evidence was provided establishing a residential tenancy agreement between the parties for subsidized public housing commencing February 1, 2017, for a fixed term to June 30, 2017, after which the tenancy continued on a month-to-month basis.

Subsection 1(3) of the Act says that a tenant has abandoned the rental premises when the tenancy has not been terminated in accordance with the Act and (a) the landlord has reasonable grounds to believe that the tenant has left the rental premises.

The tenancy agreement between the parties was terminated on September 11, 2023, when the Applicant deemed the Respondent had abandoned the rental premises. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Previous Order

Rental Officer Order #15966, filed May 22, 2018, required the Respondent to pay rental arrears in the amount of \$320.00 and to pay her rent on time in the future.

Rental Officer Order #17446, dated February 2, 2022, required the Respondent to pay rental arrears in the amount of \$725.00 and to pay her rent on time in the future, terminated the tenancy agreement on April 30, 2022 unless the rental arrears were paid in full and the monthly subsidized rents for February, March, and April 2022 were paid on time, and should the tenancy be terminated, evict the Respondent on or after May 1, 2022.

Rental Officer Order #17866, dated February 10, 2023, required the Respondent to pay rental arrears in the amount of \$1,350.00, pay future rent on time, terminated the tenancy agreement on March 31, 2023 unless the rental arrears were paid in full and the monthly subsidized rents for March, April, and May 2023 in the total amount of \$1,800.00 were paid in full, and should the tenancy be terminated, evict the Respondent on or after May 31, 2023.

Security deposit

The Applicant entered into evidence a Security Deposit Refund Statement. The statement indicated as of September 11, 2023, the Respondent had paid \$700.00 as a security deposit and the interest earned was \$2.31. Also submitted into evidence, was an invoice for damages, lease balance statement showing the Respondent had accumulated rental arrears in the amount of \$103.00, and damages in the amount of \$1,576.13. The statement also indicated the security deposit had been applied to and cleared the rental arrears and the remaining \$599.31 was applied to tenant damages. The Rental Officer requested, and was provided, proof of the Respondent being advised the security deposit was being applied towards the rent owing and damages. The total amount retained by the Applicant was \$702.31.

Abandonment

Subsection 1(3) of the Act says that a tenant has abandoned the rental premises when the tenancy has not been terminated in accordance with the Act and (a) the landlord has reasonable grounds to believe that the tenant has left the rental premises.

During the hearing, the Applicant's representative testified the rental premises had been without electricity for an extended period of time, the Respondent vacated the unit and was deemed to be abandoned on Sept 11, 2023. The Applicant provided into evidence an email from NWT Power Corporation supporting the claim.

The Rental Officer questioned why if the unit was deemed abandoned on September 11, 2023, they had not followed subsection 64(1) and 17.1(2) of the *Act*. The Applicant's representative testified they were trying to work with the Respondent to remove their belongings but were having issues getting help. The Applicant was reminded they had authority under the *Act* to address personal belongings. The Applicant was reminded and acknowledged they should have completed the inspection in accordance with the *Act*. The Rental Officer also questioned if the copy of the move-out inspection had been provided to the Respondent. The Applicant testified the Respondent was not provided a copy of the move-out inspection until the application to a rental officer had been provided to them. The Applicant was reminded of their responsibility under paragraph 17.1(5) to provide a copy of the inspection report to the Respondent within 5 days of the report being completed.

Damages

The Applicant claimed costs for damages and removal of debris from the rental premise. Entered into evidence was the tenant check-in/out unit condition report, photographs, invoices, 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 costs and if the work was reasonable. In the application package and updates for work done, there was only one work order accompanied by an invoice. The Rental Officer questioned as to why only one had an invoice as there was a GST charge on it but not any other. The Applicant's representative testified they need to update all work orders with an invoice to include GST. Corrected work orders and invoices were provided.

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:

- **\$886.99, claimed and approved** - Invoice #1895-A - Labour charged for cleaning services of unit. **Supported by evidence.**
- **\$273.37, claimed and approved** - Invoice #1895-B - Labour charged for removing and disposing of items from the unit. **Supported by evidence.**

- **\$944.02, claimed and approved** - Invoice #1895-C - Drywall repair throughout unit. **Supported by evidence.**
- **\$488.56, claimed and approved** - Invoice #1895-D - Drywall repair continued. **Supported by evidence.**
- **\$3,846.00, claimed** - Invoice #1895-E - Interior painting of unit. Useful life of interior paint is 10 years for interior painting. Paint cost is depreciated as unit as the Applicant's Representative testified the unit had been painted in 2017. Paint cost depreciated by 6 years. Cost for paint reduced from \$459.36 to \$183.74. Remainder of costs allowed as labour and painting materials are required. **\$3,546.10 Approved and supported by evidence.**
- **\$3,668.52, claimed** - Invoice #1895-F - Carpentry repairs, replacement of fridge and range hood and other miscellaneous costs. Useful life of a fridge is 15 and range hood is years. Items depreciated by 6 years. Cost of replacing fridge reduced from \$1,341.24 to \$804.78 and range hood from \$51.11 to \$30.67, other miscellaneous items allowed. **\$3,083.88 Approved and supported by evidence.**
- **\$1,354.65, claimed and approved** - Invoice #1895-G - Carpentry labour charge for reinstalling and adjusting miscellaneous items and garbage removal. **Supported by evidence.**
- **\$410.06, claimed and approved** - Invoice #1895-H - Carpentry Labour charged, reinstallation of appliances and finishing of renovations/repairs. **Supported by evidence.**
- **\$1,576.13, claimed** - Invoice #1895-I - Window replacement and labour. Useful life of glass is 15 years. Two units installed in 2016 and one unit in 2019. Two items depreciated 7 years and one item depreciated 4 years. Cost depreciated for two items from \$1,014.74 to \$514.19 and one item from \$359.44 to \$263.56. Remainder of costs allowed. **\$949.88 Approved and supported by evidence.**

\$ 11,937.51	Approved costs with GST
\$ 599.31	Remainder of Security deposit applied
\$ 11,338.20	Total Approved costs with GST.

I am satisfied the Applicants claim for damages are accurate.

Orders

An order will be issued:

- requiring the Respondent to pay to the Applicant the cost of repairs in the amount of \$11,338.20 (p. 42(3)(e)).

Jerry Vanhantsaeme
Rental Officer