

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

DA

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 16, 2024
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	PS, representing the Applicant
<u>Date of Decision:</u>	October 16, 2024

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against DA as the Respondent/Tenant was filed by the Rental Office September 5, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was deemed served on the Respondent by email September 12, 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 these costs.

A hearing was held on October 16, 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).

Tenancy agreement

The Applicant provided, as evidence, the written tenancy agreement for subsidized public housing, commencing on February 2, 2022, and continuing month to month. The subsidized rent was \$80 per month, and the tenancy was terminated on March 26, 2024, when the Applicant determined the Respondent had abandoned the rental premises.

I am satisfied a valid tenancy agreement was in place in accordance with the Act and this tenancy was terminated on March 26, 2024.

Rental arrears

The lease balance statement provided as evidence represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. According to the statement dated August 30, 2024, at the end of their tenancy the Respondent had rental arrears of \$724.

Tenant damages and cleaning

The Applicant claimed \$1,725.32 for repair of damages and cleaning. Included in this amount was a charge of \$57.75 to unclog a drain and \$1,667.57 in charges to clean and repair damages after the tenancy was terminated.

At the hearing, I asked the Applicant to explain why the clogged drain was charged back to the Respondent. The Applicant testified that the clog was as a result of sand and dirt the Respondent had put in the drain. They provided, as evidence, the invoice to the Tenant for this amount.

In support of their claim for cleaning and repair at the end of the tenancy, the Applicant provided, as evidence, the entry and exit inspection reports, photos showing the condition of the unit, a copy of the invoice from Best Movers totalling \$986.12 to dispose of the abandoned property, and an estimate from NRR totalling \$681.45 to clean the unit and install two light bulbs.

At the hearing, the Applicant testified that they tried to contact the Respondent but were unsuccessful and had subsequently filed an inventory of abandoned property with the Rental Office and had received approval to dispose of the property.

I found the costs claimed to be reasonable and supported by the evidence, and find the Respondent responsible for costs to repair damages and cleaning totalling \$1,725.32.

Security deposit

According to the statement dated August 29, 2024, and provided as evidence, the security deposit with interest is \$1,451.29. When this amount is deducted from the rental arrears totalling \$724, there is \$727.29 remaining that can be applied against the costs for cleaning and repair of damages totalling \$1,725.32 leaving \$998.03 owing that can be ordered.

Orders

An order will issue requiring the Respondent to pay costs for repair of damages and cleaning totalling \$998.03 (p. 42(3)(e) and p. 45(4)(d)).

Janice Laycock
Rental Officer