

IN THE MATTER between **HNT**, Applicant, and **MBW**, 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 **community of Behchoko in the Northwest
Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

MBW

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 22, 2025
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	TM, representing the Applicant LE, representing the Applicant RM, representing the Applicant
<u>Date of Decision:</u>	January 22, 2025

REASONS FOR DECISION

An application to a rental officer made by BKGK on behalf of HNT as the Applicant/Landlord against MBW as the Respondent/Tenant was filed by the Rental Office November 4, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was personally served on the Respondent November 12, 2024.

The Applicant claimed the Respondent had not paid their full rent and had outstanding arrears, and was responsible for tenant damages to their rental unit. An order was sought for payment of rental arrears and to pay costs for repair of tenant damages.

A hearing was scheduled for December 4, 2024, and notices were provided to the parties. No one appeared at the hearing representing the Applicant or the Respondent. At the request of the Applicant, a new hearing was scheduled and held on January 22, 2025, by three-way teleconference. Notices of the hearing were provided to both parties.

LE, Housing Manager; TM, Tenant Relations Officer; and RM, Maintenance Manager appeared at the hearing representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent was provided sufficient notice of the hearing by email deemed served on December 13, 2024, the hearing proceeded as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

I reserved my decision at the hearing pending receipt of further information. That information was provided and I made my decision after the hearing on January 22, 2025.

Previous orders

Previous Rental Officer Order file #18379, between HNT and MBW, issued on September 25, 2024, required the Respondent to pay rental arrears in the amount of \$16,257, not commit an illegal act and not breach this obligation again, terminating the tenancy agreement on October 14, 2024, with eviction to follow October 15, 2024, as well as compensation for use occupation of the rental premises after the tenancy is terminated at the rate of \$51.50 per day to a maximum of \$1,545 per month.

Tenancy agreement

The Applicant provided, as evidence, the written tenancy agreement between the parties for subsidized public housing commencing on June 18, 2021, and continuing month to month. The tenant's rent was currently full market rent of \$1,545 per month.

At the hearing, I asked why the tenancy agreement had not been signed by the parties. The Applicant agreed to provide a copy of the signed agreement and a copy was received after the hearing.

Prior to the hearing, the Applicant provided an updated statement and reported that the rent may be reassessed as they understood that the Respondent had provided household income information for 2022 and 2023. At the hearing, the Applicant testified that they had checked and although the Respondent had said they had provided information they had not done so. Income information was still outstanding for those years and the assessed rent continues at \$1,545.

According to the evidence and testimony, the tenancy was terminated under previous Rental Officer Order file #18379 on October 14, 2024, and the tenant was evicted by the Sheriff on October 18, 2024.

I am satisfied there was a valid tenancy agreement between the parties in accordance with the Act, and this tenancy was terminated on October 14, 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 updated statement provided prior to the hearing and dated January 21, 2025, in September 2024, the Respondent had rental arrears owing totalling \$23,076.36. Under previous order #18379, \$16,257 was ordered paid, and this order can still be enforced. According to the Reasons for Decision, for that application, the Rental Officer denied some of the arrears relating to previous tenancies.

According to the updated lease balance statement, since the previous order was issued, the Respondent had made no payments and the Applicant is claiming rent for October 1 to 18, 2024, totalling \$897, as well as compensation for overholding for the period October 14 to 18, totalling \$206.

At the hearing, I questioned the amount claimed for rent, as the tenancy was terminated on October 14, 2024, by order, and the Applicant has also charged the Respondent \$206 for overholding from October 15 to 18th. Based on my calculations, the amount owing for rent for October 1 to 14, 2024 is \$694.74. I noted that compensation for overholding was previously ordered and can also be enforced.

Based on the evidence and testimony of the Applicant, the security deposit with interest is \$897.58. When this amount is applied against the amount owing for rent, there are \$0 rental arrears that can be ordered paid and a further \$202.84 of the security deposit that may be applied against tenant damages.

I am satisfied the lease balance statement accurately reflects the status of the Respondent's rent account and find that after applying the security deposit with interest the Respondent currently has \$0 rental arrears that can be ordered paid.

Tenant damages - cleaning

The Applicant alleged the Respondent was responsible for damages to the rental premises at the end of their tenancy and the costs for repairs total \$12,190. They provided, as evidence, the entry and exit inspection reports, photographs, and invoice #461416 dated October 10, 2024, detailing the costs for repairs and cleaning.

The Applicant testified the rental unit was just renovated prior to the Respondent moving in, the costs claimed were actual costs, renovations were significantly completed and a new tenant was living there. The windows had been ordered but had not yet arrived or installed, and the costs to supply and install the windows totalling \$8,000 was based on a quote from the supplier.

At the hearing, Applicant agreed to provide a copy of the quote from the supplier for the windows. The quote from All West Glass was provided confirming the testimony.

The Applicant claimed the following costs:

- \$2,295 - Main Entry
 - ▶ \$400 to remove walls
 - ▶ \$1,200 to replace exterior door
 - ▶ \$400 to replace interior door
 - ▶ \$150 replace closet rods and shelf
 - ▶ \$25 clean
 - ▶ \$120 repair walls and ceilings
- \$250 - Kitchen
 - ▶ \$75 clean stove, fridge, cabinets and counter top
 - ▶ \$175 to remove peel and stick tiles
- \$7,125 - living room/ dining room
 - ▶ \$7000 replace 3 windows
 - ▶ \$25 clean floor
 - ▶ \$100 repair holes in walls and ceilings

- \$1,450 - bedroom
 - \$400 replace doors
 - \$25 clean closet rods and shelves
 - \$1000 replace windows
 - \$25 cleaning floor
- \$150 - Bathroom - clean and replace hardware
- \$425 - utility room - replace door and clean
- \$445 - Misc - interior painting of patched areas, wall repairs and clean stairs
- \$50 - clean yard
- \$12,190 TOTAL**

At the hearing, we walked through the costs claimed and I found the majority of costs claimed to be reasonable and supported by evidence. I asked for further information on the following:

- \$400 to remove walls at entrance - I asked for an explanation. The Applicant referred to a photo showing framing at the front door that had been installed by the Tenant in breach of their tenancy agreement, and said the cost was to remove that framing.
- \$1,200 to replace exterior door - The photos show the door obviously needed to be replaced, but I asked who was responsible for the damages. The Applicant testified that they believed some of the damages were caused by people coming to the Tenant's unit to buy drugs, but further damage requiring replacement of the door were as a result of the Respondent screwing 2x4's onto the door to reinforce it. They said the Respondent had not reported damage to the door.
- \$8000 to replace windows - I asked who was responsible for the damages. The photos show extensive damages to the windows and the Applicant testified that the units were so damaged including broken frames and hardware that in each case the entire unit needed to be replaced.

I am satisfied that the costs claimed for repair of damages are reasonable and supported by testimony and evidence, I find the Respondent is responsible for costs to repair damages and clean in the amount of \$12,190. When the remaining security deposit of \$202.84 is applied, the amount owing that can be ordered paid is \$11,987.16.

Orders

An order will issue requiring the Respondent to pay costs for repair of damages and cleaning in the amount of \$11,987.16 (p. 42(3)(e) and p. 45(4)(d)).

Janice Laycock
Rental Officer