

IN THE MATTER between **NTHC**, Applicant, and **T.C.**, 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 **Adelle Guigon**, Rental Officer,

BETWEEN:

**NTHC**

Applicant/Landlord

-and-

**T.C.**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>June 17, 2016</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>E.M., representing the applicant D.M., for the applicant E.O., for the applicant T.C., respondent W.B., for the respondent T.K., for the respondent</b>
<b><u>Date of Decision:</u></b>	<b>September 4, 2016</b>

**REASONS FOR DECISION**

An application to a rental officer made by FRHA as the applicant/landlord against T.C. as the respondent/tenant was filed by the Rental Office March 21, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Fort Resolution, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for April 21, 2016.

The applicant alleged the respondent had caused damages to the rental premises, had failed to maintain the ordinary cleanliness of the rental premises, and had left the rental premises in an unclean condition. An order was sought for payment of costs to repair and clean the rental premises.

A hearing was scheduled for June 17, 2016, by three-way teleconference. Ms. E.M. appeared representing the applicant, with D.M. and E.O. also appearing for the applicant. Ms. T.C. appeared as respondent, with W.B. and T.K. also appearing for the respondent.

*Preliminary matters*

The application to a rental officer identified the landlord as FRHA. The residential tenancy agreement identified the landlord as the NTHC with FRHA as its agent. It was agreed the landlord should appropriately be identified as the NTHC. The style of cause going forward will reflect the applicant/landlord as the NTHC.

### *Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing August 31, 2012, for subsidized public housing. The tenancy ended when the respondent vacated the rental premises and the landlord re-claimed possession on July 28, 2015. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

Due to the condition of the rental premises and the landlord's inability to locate the respondent for a period of time after she vacated the rental premises, I formed the opinion that it would not be unfair to either party to grant an extension to the time for making this application in accordance with section 68(3) of the Act and allowed the hearing to proceed.

### *Repairs and cleaning*

The applicant's representatives testified to the condition of the premises upon the respondent vacating and provided into evidence a tenant check-in/out unit condition report, photographs, and work orders in support of their claims for costs.

The check-in/out unit condition report was completed on entry with the respondent present August 31, 2012, and on exit in the respondent's absence July 28, 2015. It confirms at entry that the rental premises had been newly renovated "with paint job, flooring throughout the unit has spaces, clean condition." Minor deficiencies were noted, including spaces in floor tiles, chips in some counters and the kitchen appliances, two cracked window panes, and two bent window screen frames. At exit, the following was documented:

- two exterior doors were broken
- one exterior screen door was broken
- six interior doors were broken
- holes, food stains, marks were on all the walls

- four window screens were missing
- kitchen cabinet doors were hanging off their hinges
- refrigerator and stove were damaged and unclean
- kitchen exhaust fan needed replacing
- the entire unit had been left in an extremely unclean state
- the keys to the rental premises had not been returned to the landlord

Photographs corroborate the landlord's claim regarding the extreme uncleanliness of the premises, including the appliances. The photographs also show the following:

- damages to the two exterior doors and their respective frames and trim
- damages to the exterior screen door
- damages to the trim of one interior door
- four interior doors removed from their hinges and missing door knobs - otherwise there was no apparent damage to the doors themselves
- three damaged interior doors, still installed and with their door knobs
- part of one interior door trim had been damaged
- some items and garbage left behind in the premises

Over the course of the hearing, the applicant's representative withdrew their claim for costs associated with inspecting the premises, renovating the bathroom, and priming and painting the entire premises. The applicant's representative also pointed out that there were several items documented that the landlord was not making a claim for against the respondent.

The applicant claimed the following remaining costs, supported by work orders:

replacement of six interior doors (materials)	\$305.34
Replacement of six interior door knobs (materials)	\$209.94
Replacement of two exterior doors and jambs (materials)	\$585.00
Replacement of two exterior keyed door knobs (materials)	\$87.98
Replacement of one exterior screen door (materials)	\$207.49
Replacement of 2.5 door trims (casings) (materials)	\$30.69
Removal and disposal of items, garbage, lawn cuttings, willow trimmings, interior baseboards, hardware from walls, tub surround, and food from walls (63 hours labour)	\$3,311.91
Interior patching and painting (22 hours labour and materials)	\$693.11
Cleaning throughout, including repairs of additional holes (65.5 hours labour and materials)	\$2,332.91

The respondent disputed that damage to the front exterior doors was caused by her. She indicated that the back door jamb was broken, not the door. The respondent claimed the screen door was broken because the handle was loose and did not keep the door closed, causing it to fling open in the wind. She did not dispute the repairs and cleaning of the walls. The respondent disputed the amount of work claimed for disposal of garbage, etcetera. She estimated there may have been one truckload's worth of garbage left behind, and claimed one day's work would be fair. The respondent also claimed that the yard consisted of a small patch of grass, and that she had kept the yard clean.

### *Findings*

The tenant check-in/out unit condition report and the photographs support the applicant's claim for three damaged interior doors. As previously mentioned, the four interior doors shown in the photographs as stored against a wall, off their hinges, do not appear damaged and could have been re-installed. No claim was made for labour to reinstall those doors, or even for installation of the doors to replace the three that photographs support as damaged. I am satisfied that the damages to three interior doors are the respondent's liability and I am prepared to grant the costs claimed to replace those three interior doors in the total amount of \$152.67.

The photographs do support the applicant's claim to replace the four interior door knobs for those four doors that were off their hinges, and I am prepared to grant the costs claimed to replace those four interior door knobs in the total amount of \$139.96.

The tenant check-in/out unit condition report and the photographs support the applicant's claim for damages to one exterior door, both exterior door jambs. It is my understanding that it is more cost-effective to replace exterior doors and/or jambs with pre-hung sets rather than fitting the pieces together separately. Again, the applicant did not claim costs for labour to effect the necessary replacements, only for the materials. I am satisfied the costs claimed for materials to replace the two exterior doors and jambs is reasonable, and I am prepared to grant those costs in the amount of \$585.

When the respondent vacated the rental premises she failed to return the keys that were issued to her, thereby compromising the security of the premises for the landlord and/or future tenants. The applicant's claim for the materials costs to replace the exterior keyed door knobs is reasonable, and I am prepared to grant those costs in the amount of \$87.98.

The tenant check-in/out unit condition report and the photographs support the applicant's claim for damages to one exterior screen door. I have no evidence to support the respondent's claim that the damage to the screen door was not her responsibility. It seems to me that if the door handle was loose it should have been reported to the landlord to be repaired, and by failing to do so the respondent accepted responsibility for it. I am prepared to grant the costs to replace the exterior screen door in the amount of \$207.49.

The photographs support the applicant's claim for damaged door trims (casings) and I am prepared to grant those costs for materials in the amount of \$30.69.

The tenant check-in/out unit condition report and the photographs do not support the applicant's claim under Work Order TD056706 regarding either yard work or the amount of garbage requiring disposal. They also do not support the work required to dispose of interior baseboards or hardware from walls as being the respondent's liability. The majority of the work to clean the rental premises is claimed under Work Order RM068689. Of the work claimed under Work Order TD056706, I am in agreement with the respondent that one eight-hour day's labour would be sufficient to complete the removal and disposal of items and garbage from without and within the rental premises, and I am prepared to grant costs for that work in the amount of \$420.56.

The tenant check-in/out unit condition report and the photographs support the applicant's claim under work order TD059578 for the majority of the patching and painting of the damages to the walls. The respondent did not dispute this part of the claim. I am prepared to grant the costs for this patching and painting in the amount of \$693.11.

The tenant check-in/out unit condition report and the photographs support the applicant's claim under work order RM068689 for extensive cleaning throughout the premises, including scraping food off the walls and patching some of the damages. The respondent did not dispute this part of the claim. I am prepared to grant costs for cleaning in the amount of \$2,332.91.

The applicant appropriately withheld the security deposit of \$701.01 against the costs of repairs, and the order for payment will account for this deduction.

I find the respondent liable to the applicant for the costs of repairs and cleaning to the rental premises in the total amount of \$4,650.37 less the security deposit of \$701.01 for a total balance owing of \$3,949.36.

*Order*

An order will issue requiring the respondent to pay the costs of repairs and cleaning in the amount of \$3,949.36.

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Adelle Guigon  
Rental Officer