

IN THE MATTER between **NTHC**, Applicant, and **JB and SB**, Respondents.

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-

JB and SB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 27, 2017

Place of the Hearing: Fort Liard, Northwest Territories

Appearances at Hearing: EM, representing the applicant
SB, respondent

Date of Decision: July 27, 2017

REASONS FOR DECISION

An application to a rental officer made by FLHA on behalf of the NTHC as the applicant/landlord against JB and SB as the respondents/tenants was filed by the Rental Office May 18, 2017. The application was made regarding a Homeownership Entry Level Program (HELP) residential tenancy agreement for a rental premises located in Fort Liard, Northwest Territories. The filed application was served on the respondents by registered mail signed for June 1, 2017.

The applicant alleged the respondents had damaged two interior doors and sought an order for payment of costs to replace them.

A hearing was scheduled for July 27, 2017, in Fort Liard. The Rental Officer appeared by telephone. EM appeared representing the applicant. SB appeared as respondent and on behalf of JB.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them under the Homeownership Entry Level Program commencing April 7, 2010. The respondents were transferred from the HELP rental premises to a subsidized public housing rental premises, ending the HELP tenancy April 7, 2017. I am satisfied a valid tenancy agreement was in place in accordance with the *Residential Tenancies Act* (the Act).

Damages

An exit inspection of the premises was conducted on April 7, 2017, at which time it was documented that one interior door was missing and the bathroom door had a hole in it. The applicant provided evidence suggesting the costs to replace the two interior doors amounted to \$1,257. A detailed review of the evidence revealed that two solid-core interior doors were ordered, explaining the high cost claimed. However, a review of the photographs of the bathroom door showed it was a hollow-core interior door. The applicant's representative concurred it is unlikely that the landlord would use solid-core interior doors in its units.

The respondent did not dispute that one interior door was missing and that the bathroom door had a hole in it. The bathroom door was acknowledged as being 'punched in' by the respondent's niece's boyfriend, and the respondent accepted responsibility for that door. However, the missing door has been missing for some time. When the door fell off its hinges, the respondents notified the landlord and then put the door outside. The respondent noticed it had been removed from the property, but does not know either who took it or exactly when it was taken. The applicant's representative did not dispute the respondent's claim in this regard.

I am not satisfied the respondents are responsible for the missing door. I am satisfied that the respondents are responsible for the 'punched in' bathroom door. I am not satisfied charging the respondents for a solid-core interior door is reasonable. In my experience, the average cost in the more isolated communities of the Northwest Territories for labour and materials to replace an interior door is \$300. I find the respondents liable to the applicant for the cost of replacing the interior bathroom door in the amount of \$300.

Order

An order will issue requiring the respondent to pay costs for repairs in the amount of \$300.

Adelle Guigon
Rental Officer