

IN THE MATTER between **NTHC**, Applicant, and **WM**, 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-

WM

Respondent/Tenant

REASONS FOR DECISION

| | |
|---------------------------------------|---|
| <u>Date of the Hearing:</u> | October 3, 2017 |
| <u>Place of the Hearing:</u> | Behchoko, Northwest Territories |
| <u>Appearances at Hearing:</u> | BL, representing the applicant TM, representing the applicant RM, witness for the applicant WM, respondent |
| <u>Date of Decision:</u> | October 3, 2017 |

REASONS FOR DECISION

An application to a rental officer made by NTHC as the applicant/landlord against WM as the respondent/tenant was filed by the Rental Office June 30, 2017. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was personally served on the respondent July 26, 2017.

The applicant alleged the respondent had caused damages to the rental premises and left the rental premises in an unclean condition. An order was sought for payment of the costs of repairs and cleaning.

A hearing was scheduled for October 3, 2017, in Behchoko. BL and TM appeared representing the applicant, with RM appearing as witness for the applicant. WM appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties under the Homeownership Entry Level Program commencing October 10, 2008. The respondent vacated the rental premises, ending the tenancy agreement effective May 31, 2017. I am satisfied a valid tenancy agreement was in place in accordance with the *Residential Tenancies Act* (the Act).

Utilities

The applicant's representatives and their witness testified that the respondent had left the heating fuel tank empty at the end of the tenancy. The written tenancy agreement does include an additional obligation that the tenant is responsible for heating fuel costs. The respondent did not dispute that she had left the heating fuel tank empty at the end of the tenancy. The estimated costs to refill the heating fuel tank was put forth at \$1,000. Given the current price of heating fuel in the community and the 1,000 litre heating fuel tank, the estimate of \$1,000 to refill the tank is reasonable. I find the respondent liable for the cost of

refilling the heating fuel tank in the amount of \$1,000. As of June 19, 2017, the respondent carried a credit to her rent account in the amount of \$1,043.17 which was retained against the cost of refilling the heating fuel tank. The respondent carries a remaining credit to her rent account of \$43.17.

Damages and uncleanliness

The applicant's representatives testified, provided evidence of, and made a claim for the following damages to the rental premises:

| | |
|---|-------------------|
| Replace two exterior doors | \$1,600.00 |
| Replace six interior doors | \$2,100.00 |
| Replace stove | \$600.00 |
| Replace refrigerator | \$700.00 |
| Repair kitchen cabinets and counter top | \$300.00 |
| Repair kitchen window | \$250.00 |
| Repair kitchen tap | \$100.00 |
| Replace electrical covers | \$100.00 |
| Repair holes in walls | \$800.00 |
| Replace bathroom fixtures | \$60.00 |
| Repaint one bathroom wall | \$100.00 |
| Replace breaker panel door | \$50.00 |
| Replace one smoke detector | \$50.00 |
| Repair soffits | \$75.00 |
| 40 percent of value to repaint throughout | \$1,600.00 |
| Interior and exterior cleaning throughout | \$775.00 |
| Total claimed | \$9,260.00 |

The respondent acknowledged and accepted responsibility for all damages and cleaning claimed except for the two exterior doors, the stove, and the refrigerator.

The two exterior doors had been broken into by the respondent's ex-boyfriend. The offence was reported to the police, producing RCMP file number 2017-239275. I am not satisfied the respondent permitted the ex-boyfriend to enter the premises and, therefore, the respondent cannot be held responsible for the damages caused by the ex-boyfriend breaking in. The applicant's claim of \$1,600 to replace two exterior doors is denied.

The applicant's witness is the local housing organization's maintenance foreman who conducted the exit inspection and prepared the unit condition rating report which was submitted into evidence. He confirmed that the unit condition rating report appeared to have been altered as it relates to the charges for the stove and refrigerator, when he conducted the inspection he identified that although the stove and refrigerator required cleaning, they were both in adequate working condition and did not require replacement. The applicant's witness testified that he had entered \$25 per appliance in the unit condition report for cleaning only. The applicant's representatives provided no rebuttal to their witness's testimony, accepting his testimony. The respondent agreed that she had failed to clean the stove and refrigerator upon moving out, but that both appliances were working. I am not satisfied the stove and refrigerator required replacement due to any action of the respondent. I am satisfied the stove and refrigerator required cleaning at the end of the tenancy. The applicant's claims of \$600 to replace the stove and \$700 to replace the refrigerator are denied. I am prepared to grant the applicant's costs for cleaning the stove and refrigerator of \$25 each for a total of \$50.

The allowed claims for repairs and cleaning are as follows:

| | |
|---|-------------------|
| Replace six interior doors | \$2,100.00 |
| Clean the stove | \$25.00 |
| Clean the refrigerator | \$25.00 |
| Repair kitchen cabinets and counter top | \$300.00 |
| Repair kitchen window | \$250.00 |
| Repair kitchen tap | \$100.00 |
| Replace electrical covers | \$100.00 |
| Repair holes in walls | \$800.00 |
| Replace bathroom fixtures | \$60.00 |
| Repaint one bathroom wall | \$100.00 |
| Replace breaker panel door | \$50.00 |
| Replace one smoke detector | \$50.00 |
| Repair soffits | \$75.00 |
| 40 percent of value to repaint throughout | \$1,600.00 |
| Interior and exterior cleaning throughout | \$775.00 |
| Total claimed | \$6,410.00 |

I find the respondent liable to the applicant for costs of repairs and cleaning in the amount of \$6,410. The respondent's remaining rent credit of \$43.17 will be applied against the costs of repairs and cleaning in an order to pay.

Orders

An order will issue requiring the respondent to pay costs of repairs and cleaning in the amount of \$6,366.83.

Adelle Guigon
Rental Officer