

IN THE MATTER between **TM**, Applicant, and **KL**, 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:

TM

Applicant/Landlord

-and-

KL

Respondent/Tenant

REASONS FOR DECISION

| | |
|---------------------------------------|---|
| <u>Date of the Hearing:</u> | October 19, 2017 |
| <u>Place of the Hearing:</u> | Yellowknife, Northwest Territories |
| <u>Appearances at Hearing:</u> | PS, representing the applicant |
| <u>Date of Decision:</u> | January 23, 2018 |

REASONS FOR DECISION

An application to a rental officer made by TPM on behalf of TM as the applicant/landlord against KL as the respondent/tenant was filed by the Rental Office May 15, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the respondent by email deemed received June 1, 2017, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

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 costs of repairs and cleaning.

A hearing was originally scheduled for August 9, 2017, and then postponed at the applicant's request. The hearing was re-scheduled to October 19, 2017, in Yellowknife. PS appeared representing the applicant. KL was served notice of the hearing by emails deemed received September 29, 2017, pursuant to subsection 4(4) of the Regulations. The respondent did not appear at the hearing, nor did anyone appear on her behalf. The hearing proceeded in the respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The applicant's representative testified and provided evidence establishing a residential tenancy agreement between the parties commencing February 25, 2016. The respondent vacated the rental premises February 28, 2017. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Repairs and cleaning

Prior to the hearing, the applicant's representative submitted to all parties by email the entry and exit inspection report, the move out statement, an invoice for yard cleaning and disposal services, an invoice for interior cleaning services, an invoice for carpet steam cleaning services, an invoice for carpet replacement and lock replacement, and several move-in and move-out photographs. Additional information and estimates regarding the age of the carpets, costs for patching and painting walls, costs for repairing a burn in the kitchen counter top, and costs for replacing a window were requested of the applicant at hearing which were not received until January 7, 2018.

The applicant claimed costs for the following:

| | |
|--|---------------------------------|
| Yard clean up and disposal of debris | \$177.50 |
| Interior cleaning | \$180.00 |
| Carpet steam cleaning | \$150.00 |
| Repair of burned kitchen counter top | \$500.00 |
| Replace damaged carpets in two front bedrooms | \$1,169.48 |
| Replace/repair of burn in 3 rd bedroom carpet | No estimate or invoice provided |
| Replace exterior door locks | \$101.82 |
| Replace burned window ledge | \$700.00 |
| Replace one interior door | No estimate or invoice provided |
| Patch and paint one wall in Master Bedroom | \$514.50 |

Based on the evidence and testimony presented, I am satisfied the claimed damages are the respondent's responsibility. The costs claimed for yard clean up, disposal of debris, interior cleaning, carpet steam cleaning, repair of the kitchen counter top, replacement of locks, and patching and painting the wall are reasonable and allowed as claimed.

The carpets in the two front bedrooms were significantly damaged by the respondent's pets, necessitating their replacement. The applicant's representative submitted that those carpets were five years old when the respondent vacated the rental premises. Given that the average useful life of residential carpets is 10 years and the landlord has benefited from five years of use, I find the landlord is entitled to half the costs of replacing the carpets in the two front bedrooms which were damaged by the tenants in the amount of \$584.74.

The claim for replacement or repair of the burn in the third bedroom carpet did not come with any supporting monetary claim. I am satisfied based on the evidence that was received that the respondent is liable for the burn damage to that carpet, which photographs indicate was a single burn approximately a half-inch in diameter. Unfortunately, I do not have any information on the size of the third bedroom from which to estimate a fair percentage of costs to repair the damaged area of carpet. As such, no costs for this repair are allowed.

Evidence was presented establishing the burn in the window ledge and the respondent's responsibility for it. The window and ledge were brand new, according to the applicant's representative's testimony, and they cannot be repaired separately; the entire window must be replaced. Given that the window was brand new, the landlord is entitled to the full cost of replacing the window which has been estimated at \$700.

Evidence was presented establishing the damage to one interior door, necessitating its replacement. I am satisfied the respondent is responsible for this damage. Although no invoice or estimate was submitted for costs of replacing the door, in my experience the average cost for this type of replacement is \$200 which is the amount I'm prepared to allow in this case.

In summary, I find the respondent responsible for damages caused to the rental premises and failing to clean the premises upon vacating, and I find the respondent liable to the applicant for the following costs:

| | |
|---|-------------------|
| Yard clean up and disposal of debris | \$177.50 |
| Interior cleaning | \$180.00 |
| Carpet steam cleaning | \$150.00 |
| Repair of burned kitchen counter top | \$500.00 |
| Replace damaged carpets in two front bedrooms | \$584.74 |
| Replace exterior door locks | \$101.82 |
| Replace burned window ledge | \$700.00 |
| Replace one interior door | \$200.00 |
| Patch and paint one wall in Master Bedroom | \$514.50 |
| 5% GST | \$155.43 |
| Total | \$3,263.99 |

The applicant retained the security deposit of \$1,750.88 against the costs of repairs and cleaning, and will be accounted for in issuing an order for payment.

Order

An order will issue requiring the respondent to pay costs of repairs and cleaning in the total amount of \$1,513.11.

Adelle Guigon
Rental Officer