

IN THE MATTER between **MM**, Applicant, and **GV**, 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:

MM

Applicant/Landlord

-and-

GV

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 17, 2018

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MM, applicant
GV, respondent

Date of Decision: July 17, 2018

REASONS FOR DECISION

An application to a rental officer made by MM as the applicant/landlord against GV as the respondent/tenant was filed by the Rental Office November 29, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The respondent confirmed at hearing that she received the filed application.

A hearing held March 21, 2018, at which both the applicant and respondent appeared resulted in an order being issued regarding rental arrears, termination of the tenancy agreement, eviction, and compensation for use and occupation. The matters regarding damages were adjourned *sine die* pending receipt of supporting documents.

The parties agreed at hearing that the respondent was responsible for costs of repairs to the walls in the basement, downstairs stairway, two bedrooms, and the bathroom, as well as costs to repair or replace six interior doors. The applicant did not have actual costs for those repairs at hearing. It was agreed to adjourn the matter pending receipt from the applicant of the actual costs of the agreed upon repairs.

The applicant provided her final claim for actual costs of repairs, including an invoice from her contractor detailing the work performed, to both the respondent and the Rental Officer by email dated June 29, 2018. The respondent was provided with an opportunity to submit a final reply to the applicant's claim, which was provided to both the applicant and the Rental Officer by email dated July 16, 2018.

The invoice from the applicant's contractor amounted to \$4,725 and clearly defined the work completed as that specifically agreed to by the parties as being the respondent's responsibility. The contractor further elaborated that there were numerous small and large puncture holes in the walls, and that "due to the severity of the damage to the walls, most areas had to be skim coated and completely re-painted in order to return the walls to an acceptable level of appearance."

The respondent disputed the amount claimed for the repairs, arguing that there were no supporting receipts for the costs of materials, and classifying the costs claimed as extreme. She expressed an unwillingness to pay for the applicant's 'renovations'. Photographs submitted by the respondent, claiming they were taken when she moved out of the rental premises in mid-April, included photos of parts of the relevant areas requiring repairs, but are not exhaustive and do not show the condition of all the walls and doors in the relevant areas. The photographs do show walls on which patching had been done. The photographs are not of a resolution to determine whether or not the punctures referenced by the contractor are present, and at any rate would be inconclusive in that regard given not all of the walls appear in the provided photographs.

In my experience in dealing with claims of costs for similar repairs, the costs of materials claimed here of \$1,500 for six interior doors and patching and painting supplies is not out of line or unreasonable. The six doors alone, including labour, on average would amount to at least \$1,200. Patching and painting the walls, including the extra work of skim coating that was identified by the contractor, is a time-consuming project for which the amount claimed is also not unreasonable. None of the identified work strikes me as renovations outside of the agreed upon repairs for which the respondent admitted responsibility.

I am satisfied that the costs claimed for repairs are reasonable and I find the respondent liable to the applicant for costs of repairs in the amount of \$4,725.

Utilities

The applicant included in her addendum a claim for unpaid utilities, specifically water services from the Town of Hay River. The applicant submitted a monthly utilities invoice from the Town of Hay River for the respondent's account for the rental premises. The invoice provided details of the account since September 1, 2015, and reflected an ongoing pattern throughout the tenancy of the respondent carrying arrears with the Town of Hay River. A hand-written notation on the provided invoice suggests the applicant paid the arrears accumulated to March 31, 2018, of \$586.81 on behalf of the respondent in order to ensure the account was closed. The respondent did not dispute or make any submissions regarding the applicant's claim for these utilities arrears.

I am satisfied the respondent was responsible for paying the water services bills for the rental premises. I am satisfied the respondent had failed to pay the water services bills during the tenancy and had accumulated arrears as of the termination date of the tenancy of March 31, 2018. I am satisfied that the applicant paid those arrears on behalf of the respondent in order to reclaim full possession of the rental premises as of the termination date of the tenancy, and as a consequence suffered a demonstrable monetary loss as a direct result of the respondent's failure to comply with their obligation to pay the water services bills for the rental premises. I find the respondent liable to the applicant for the utilities arrears in the amount of \$586.81.

Orders

An order will issue requiring the respondent to pay costs of repairs in the amount of \$4,725 and requiring the respondent to pay utilities arrears in the amount of \$586.81.

Adelle Guigon
Rental Officer