

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

**WR**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 12, 2018

**Place of the Hearing:** Inuvik, Northwest Territories

**Appearances at Hearing:** DD, representing the applicant  
RV, representing the applicant  
WR, respondent

**Date of Decision:** June 12, 2018, and August 4, 2018

**REASONS FOR DECISION**

An application to a rental officer made by IHA on behalf of the NTHC as the applicant/landlord against WR as the respondent/tenant was filed by the Rental Office March 15, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was personally served on the respondent April 19, 2018.

The applicant alleged the respondent had repeatedly and unreasonably caused disturbances, and continued to carry arrears for costs of repairs and cleaning from a previous rental premises. An order was sought for payment of the costs of repairs and cleaning, termination of the tenancy agreement, eviction, and compensation for use and occupation of the rental premises.

A hearing was scheduled for June 12, 2018, in Inuvik, Northwest Territories. The Rental Officer appeared by teleconference. DD and RV appeared representing the applicant. WR appeared as respondent.

*Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing February 1, 2015. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

*Repairs and cleaning*

On August 1, 2015, the respondent was transferred to the rental premises he currently occupies. He was reallocated to a more suitable rental premises pursuant to paragraph 3 of the written tenancy agreement.

Photographs were taken during the inspection of the respondent's original rental premises and the following damages were identified and claims made by the applicant for costs of repairs and cleaning:

Cracked exterior door jamb	\$500.00
Replace missing light bulb	\$10.00
Remove items from walls, deck, and stairs	\$75.00
Remove tape and glue from walls, floors, rubber baseboards, windows	\$175.00
Replace two window screen	\$130.00
Repair/replace two interior doors	\$365.00
Replace interior door latch	\$45.00
Remove and dispose of garbage and debris from inside and outside	\$1,105.00
Strip and wax floors	\$900.00
Cleaning throughout	\$945.00
Sub-total	\$4,250.00
10% Admin Fees	\$425.00
5% GST	\$233.75
<b>Total</b>	<b>\$4,908.75</b>

Since the transfer occurred, the respondent has signed two agreements to pay the costs of repairs and cleaning, acknowledging the debt and accepting responsibility for it. The respondent has made payments against those costs to date in the amount of \$932.59.

At hearing, the respondent acknowledged and accepted responsibility for all the claimed damages and cleaning, except with respect to the damaged exterior door jamb and the cracked closet door.

The respondent claimed the exterior door jamb was damaged when someone tried to break into the rental premises, and that he had reported the incident to both the applicant and the RCMP at the time. The applicant's representatives had no record of the incident being reported to them, but committed to re-check their files. The respondent was given opportunity after the hearing to obtain the related RCMP file number. His inquiries to the RCMP were not successful; the officer he spoke to confirmed having a report of a broken window, but not of a break in through the door. The applicant's representative confirmed after the hearing that they had no record of the alleged break-in on their file. I am satisfied the respondent is responsible for the damaged exterior door frame.

The respondent claimed the crack to the closet door was normal wear and tear. A review of the photographs identified the crack in the closet door in the centre of the door, likely caused by a heavy impact. Such damage cannot be attributed to normal usage. I am satisfied the respondent is responsible for the cracked closet door.

The respondent also questioned the value of the overall charges claimed. On this I had to agree with the respondent, in particular with respect to the charges claimed for removal and disposal of garbage and debris, cleaning throughout, and stripping and waxing the floors. The applicant's representatives were asked to provide a breakdown of actual costs for the work claimed.

The applicant's maintenance foreman provided a breakdown claiming 7.5 hours for 2 workers to remove and dispose of garbage from inside and out of the unit, cleaning the unit inside, and doing four dump runs, at a total cost (based on corrected basic math) of \$920. To my mind this amount is reasonable for the identified work, but it is not the same as the amounts claimed in the tenant damage statement, which is what the above table represents. The tenant damage statement claims \$1,105 just to do the removal and disposal of the garbage from inside and outside, plus \$945 to clean the whole unit, which together does to my mind seem excessive, especially after reviewing the photographs to get a sense of the extent of garbage, debris, and items left behind and amount of cleaning required. I am not prepared to grant the applicant the claimed costs of \$1,105 plus \$945 for removal and disposal of garbage and debris and cleaning throughout, but I am prepared to grant the total costs claimed of \$920 for that work.

No further information was provided regarding the claim for stripping and waxing the floors. While under normal conditions stripping and waxing the floors would not necessarily be considered the tenant's responsibility, in this case a review of the photographs depict flooring that clearly had not been cleaned in some time and appears to have been damaged with adhesives and other products. The condition of the floors constitutes damages rather than normal wear and tear, and justifies the costs for stripping and waxing the floors to return them to an ordinary state of cleanliness and repair as the respondent's liability. I am satisfied that the respondent is liable for the costs of stripping and waxing the floors and I am satisfied that the \$900 claimed to do that work is reasonable.

The adjusted amounts I am prepared to grant the applicant for costs of repairs and cleaning are as follows:

Cracked exterior door jamb	\$500.00
Replace missing light bulb	\$10.00
Remove items from walls, deck, and stairs	\$75.00
Remove tape and glue from walls, floors, rubber baseboards, windows	\$175.00
Replace two window screen	\$130.00
Repair/replace two interior doors	\$365.00
Replace interior door latch	\$45.00
Remove and dispose of garbage and debris from inside and outside, and cleaning throughout	\$920.00
Strip and wax floors	\$900.00
Sub-total	\$3,120.00
10% Admin Fees	\$312.00
5% GST	\$171.60
Total	\$3,603.60
Less payments made to date	\$932.59
<b>Remaining Balance</b>	<b><u>\$2,671.01</u></b>

### *Disturbances*

Between September 16 and December 3, 2017, the applicant received complaints of disturbances involving partying, stomping, banging, knocking on neighbours doors, fighting, yelling, and intoxication coming from the respondent and /or his guests on no less than six occasions. Two of those instances occurred within days of signing a last chance agreement not to cause further disturbances.

The respondent did not dispute the allegations, acknowledging and accepting his responsibility for the disturbances as claimed. He expressed remorse for his actions, and indicated that he has taken positive steps to lead a sober lifestyle. The respondent understands the importance of having a roof over his head, and the obligations he must comply with to keep the shelter he's been provided with. The respondent has applied to attend Aurora College in the fall, and since the hearing has in fact received acceptance into the University and College Access Program. The applicant's representatives confirmed at hearing that there have been no further complaints received against the respondent since December 2017.

I am satisfied the respondent is responsible for the claimed disturbances, and I find the respondent has repeatedly failed to comply with his obligation not to disturb the landlord's or other tenants' enjoyment or possession of the rental premises or residential complex.

### *Termination of the tenancy agreement and eviction*

The applicant had given the respondent a notice on October 13, 2017, terminating the tenancy agreement November 30, 2017, due to the repeated disturbances. The respondent appealed the notice to the Board of Directors of the local housing organization, who agreed to rescind the notice to terminate the tenancy agreement on the condition that the respondent enter into a last chance agreement not to cause any further disturbances for a period of one year.

A second notice was given to the respondent on December 4, 2017, terminating the tenancy agreement January 31, 2018, due to additional repeated disturbances and the consequential failure of the respondent to comply with the terms of the last chance agreement. Although the notice to terminate the tenancy agreement is valid pursuant to subsections 54(1)(a) and 51(5) of the Act, given the circumstances of the respondent's improved behaviour since the notice was issued and the steps the respondent has taken to make positive changes to his lifestyle, I am not satisfied eviction is justified. Pursuant to subsection 63(5) of the Act, the denial of the application to evict effectively re-instates the tenancy agreement as of February 1, 2018.

However, given the historical pattern of behaviour and the nature of the disturbances that did occur, and the seriousness with which the applicant and the neighbouring tenants take such repeated disturbances, I am satisfied that conditional termination and eviction orders dependent on the respondent not causing any further disturbances are justified.

#### *Orders*

An order will issue:

- requiring the respondent to pay costs of repairs and cleaning in the amount of \$2,671.01;
- requiring the respondent to comply with the obligation not to disturb the landlord's or other tenants' enjoyment or possession of the rental premises or residential complex, and not to breach that obligation again;
- terminating the tenancy agreement September 30, 2018, unless no further complaints of disturbances verified as being caused by the respondent or persons the respondent's permits on the rental premises or residential complex are reported to the applicant; and
- evicting the respondent from the rental premises October 1, 2018, if the termination of the tenancy agreement becomes effective.

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Adelle Guigon  
Rental Officer