

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

RH

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 4, 2018

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AB, representing the applicant

Date of Decision: July 4, 2018

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the applicant/landlord against RH as the respondent/tenant was filed by the Rental Office April 5, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the respondent April 18, 2017, and an addendum to the application was served on the respondent by registered mail signed for December 14, 2017.

The applicant originally alleged the respondent had permitted unauthorized occupants to reside with him, had permitted illegal activities to occur in the rental premises and residential complex, had caused disturbances, had repeatedly failed to pay rent, and had accumulated rental arrears. The addendum to the application was submitted after the respondent vacated the rental premises and the applicant's amended allegations claimed the respondent had caused damages to the rental premises and had left the rental premises in an unclean condition. An order was ultimately only sought for payment of costs of repairs and cleaning.

A hearing originally scheduled for July 26, 2017, was adjourned at the request of the respondent due to his being in custody at the time. The hearing was re-scheduled to August 3, 2017, by three-way teleconference, at which AB appeared representing the applicant and RH appeared as respondent. After commencement of the hearing the parties agreed to an adjournment *sine die* of the hearing pending submission of additional evidence from both parties and the resolution of assault and drug-related charges against the respondent which were before the Territorial Court. The charges before the Territorial Court were not fully resolved until May 11, 2018.

The hearing was re-scheduled for July 4, 2018, in Yellowknife. AB appeared representing the applicant. RH was served notice of the hearing by registered mail signed for June 20, 2018. The respondent did not appear at the hearing, nor did anyone appear on the respondent's behalf. The hearing proceeded in the respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The parties agreed at the August 3, 2018, hearing and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing July 31, 2015. The respondent gave up possession of the rental premises, effectively ending the tenancy October 3, 2017. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Initial claims

When the application to a rental officer was first made, the respondent remained in possession of the rental premises and the applicant sought payment of the rental arrears, termination of the tenancy agreement, and eviction primarily due to alleged illegal activities occurring in the rental premises and residential complex. Some evidence was heard with regard to these claims at the August 3, 2018, hearing. However, given that since then the tenancy has in fact ended and the rental arrears were recovered by the retention of the security deposit by the applicant, the claims originally applied for (unauthorized occupants, illegal activities, disturbances, and rental arrears) will not be further considered here.

Repairs and cleaning

The applicant's amended claim is for costs associated with repairing damages to and cleaning of the rental premises as follows:

Packing, removal, disposal, and relocation of abandoned personal property	\$1,447.04
Stripping and waxing the floor	\$250.00
Cleaning throughout	\$450.00
Replace two electrical plugs	\$16.00
Patch and paint holes in walls throughout	\$1,440.00
Replace one kitchen cabinet door	\$130.00
Replace the refrigerator	\$930.00
Replace two light bulbs	\$8.00
Replace two interior doors	\$400.00
Replace one window blind	\$40.00

Replace one window crank	\$150.00
Replace one interior door trim	\$60.00
Replace/repair one entry door and jamb	\$2,901.00
Sub-total	\$8,222.04
10% Admin Fee	\$822.20
5% GST	\$452.21
Total	<u>\$9,496.45</u>

The entry and exit unit condition reports, work orders, invoices, and photographs were submitted into evidence in support of the above claims.

The entry door was a solid core wood security door with 60-minute fire rating, and it along with the jamb were destroyed when the RCMP executed a search warrant with forced entry. The Territorial Court disposition indicates the accused was found guilty of committing the illegal act which justified the issuance of the search warrant. Consequently, the respondent is liable for the extensive damages caused to the entry door of the rental premises. Given the type of door which required replacement and the extent of repairs required to the jamb, along with the provided invoice for that work, I am satisfied the amount claimed is reasonable.

While the refrigerator did appear to require substantive cleaning, and may very well have been in such a condition as to require disposal, no evidence was provided establishing with any degree of certainty the age of the refrigerator. The applicant's representative said that the file on the rental premises suggested the rental premises was newly renovated in 2013, however she could not confirm whether or not brand new appliances were installed at the time as well. The applicant's representative did confirm that the refrigerator was not replaced during the respondent's tenancy. Without more substantive evidence of the refrigerator's age I cannot determine the amount of depreciation to apply to the cost of replacing the refrigerator, and as such I am not prepared to grant the applicant's claim for that cost.

The remainder of the claimed items are all substantiated by the evidence presented and I am prepared to allow the associated costs claimed. The remaining security deposit balance will be applied against the total costs for repairs and cleaning. I find the respondent liable to the applicant for the costs of repairs and cleaning as follows:

Packing, removal, disposal, and relocation of abandoned personal property	\$1,447.04
Stripping and waxing the floor	\$250.00
Cleaning throughout	\$450.00
Replace two electrical plugs	\$16.00
Patch and paint holes in walls throughout	\$1,440.00
Replace one kitchen cabinet door	\$130.00
Replace two light bulbs	\$8.00
Replace two interior doors	\$400.00
Replace one window blind	\$40.00
Replace one window crank	\$150.00
Replace one interior door trim	\$60.00
Replace/repair one entry door and jamb	\$2,901.00
Sub-total	\$7,292.04
10% Admin Fee	\$729.20
5% GST	\$401.06
Total	\$8,422.30
Less remaining security deposit	\$1,353.23
Remaining costs for repairs and cleaning	<u>\$7,069.07</u>

Order

An order will issue requiring the respondent to pay costs of repairs and cleaning in the amount of \$7,069.07.

Adelle Guigon
Rental Officer