

IN THE MATTER between **NTHC**, Applicant, and **TBY and KM**, Respondents.

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-

TBY and KM

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 9, 2019
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	DY, representing the Applicant TBY, Respondent KM, Respondent
<u>Date of Decision:</u>	February 26, 2019

REASONS FOR DECISION

An application to a rental officer made by THA on behalf of the NTHC as the Applicant/Landlord against TBY and KM as the Respondents/Tenants was filed by the Rental Office June 26, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Tulita, Northwest Territories. The filed application was served on the Respondents by email deemed received September 13, 2018, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations). An addendum to the application was served on the Respondents by email deemed received November 8, 2018.

The Applicant alleged the Respondents had repeatedly failed to pay rent, had accumulated rental arrears, had caused damages to the rental premises, and had left the rental premises in an unclean condition. An order was sought for payment of rental arrears and payment for costs of repairs and cleaning.

A hearing originally scheduled for September 18, 2018, was adjourned to a later date at the request of the Applicant to allow them to prepare the previously mentioned addendum regarding the claims for costs of repairs and cleaning. The hearing was re-scheduled to January 9, 2019, by three-way teleconference. DY appeared representing the Applicant. TBY and KM appeared as Respondents.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing March 27, 2012. However, subsequent to the hearing an entry inspection report completed when the tenants were transferred from one unit to another indicates that the tenancy agreement at the last rental premises commenced June 30, 2011. The Respondents vacated the rental premises, ending the tenancy agreement effective September 13, 2018. I am satisfied a valid tenancy agreement was in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The lease balance statements entered into evidence represent the Landlord's accounting of monthly assessed rents and payments received against the Respondents' rent account. All rents were subsidized and last assessed at \$70 per month. No payments were received in 10 of the last 12 months of the tenancy.

The Respondents did not dispute the accuracy of the Landlord's accounting, acknowledging the rental arrears and accepting responsibility for them.

I am satisfied the lease balance statements accurately reflect the current status of the Respondents' rent account. I find the Respondents have accumulated rental arrears in the amount of \$730. The Applicant appropriately retained the security deposit of \$512.78 against the rental arrears, resulting in an outstanding balance of rental arrears in the amount of \$217.22.

Repairs and cleaning

The Applicant claimed costs for repairs and cleaning as follows:

1. Replace one exterior door and lockset/deadbolt	\$435.00
2. Replace four interior door knob sets	\$111.31
3. Replace three interior doors	\$498.00
4. Replace nine ceiling fixtures	\$198.81
5. Replace seven cabinet doors	\$350.00
6. Replace two windows	\$571.40
7. Replace one showerhead	\$15.50
8. Repair 11 holes in walls	\$474.24
9. Labour for repairs	\$2,022.98
10. Cleaning throughout	\$910.14
Sub-total	\$5,587.38
7% Admin Fee	\$391.12
Sub-total	\$5,978.50
5% GST	\$298.92
Total	<u>\$6,277.42</u>

The Respondents disputed responsibility for items numbered 1 through 6, claiming that either the damages were pre-existing the tenancy or that the damages were caused by the premises shifting. No evidence was presented at hearing to contradict the Respondents' testimony in this regard. The Applicant's representatives had no direct knowledge of the condition of the premises in 2011, and were having difficulty locating the entry inspection report. Those six items were denied at hearing for lack of evidence. The hearing was adjourned for reasons which will be explained later in this writing, pending receipt of additional documentation. During the adjournment the Applicant's representatives located the entry inspection report and forwarded it for consideration. The entry inspection report does in fact support the Respondents claims that items numbered 1 through 6 were already damaged when they moved in. The costs claimed for items number 2 through 6 are denied.

Item number 1 does require clarification: at the time of entry, only the exterior door jamb was split; the door and door knob apparently were not damaged. A further review of the evidence provided in the addendum to the application establishes that in July 2018 the door was kicked in by the RCMP in pursuit of a suspect who was let into the rental premises. The RCMP's requests for entry were not responded to by anyone in the house before they forced entry. Despite the pre-existing split in the door jamb, the forcible entry caused further damage to the jamb as well as damaging the door itself and the door knob and deadbolt. Because the Respondents permitted the suspect into the rental premises, the Respondents are responsible for the damages caused during the RCMP's forcible entry in pursuit of the suspect. The costs claimed for item number 1 are allowed.

The Respondents accepted responsibility for item number 7, the showerhead. The costs of materials claimed for item number 7 are allowed.

The Respondents had accepted responsibility for item number 8, repairing the holes in the walls, at hearing. The invoice for repairs that was submitted by the Applicant listed the materials costs for each item separately, and listed the total hours of labour for all items in one amount. Given that not all claimed items are being allowed, the hearing was adjourned to provide the Applicant with an opportunity to submit the labour hours specific to repairing the walls. Those hours were not provided. As well, as previously mentioned, the entry inspection report was provided subsequent to the hearing. The entry inspection report documents numerous holes and pin holes already existing in the walls when the Respondents moved in. Despite the Respondents' admission of responsibility

for causing holes in the walls, I can no longer be satisfied that the Respondents are responsible for all the holes in the walls. There is no evidence to establish whether or not any of the pre-existing holes were repaired during the tenancy. There is no evidence to establish how many or which of the holes in the walls at the end of the tenancy were actually caused by the Respondents. And there is still no breakdown of the labour costs specific to repairing the walls. As a result, I cannot fairly determine the extent of the damages to the walls that the Respondents are actually responsible for. Given that the Respondents have accepted responsibility for causing holes in the walls, the most I am prepared to grant the Applicant for costs of repairs is the claimed costs for materials in the amount of \$474.24. The labour costs for repairing the walls are denied.

The Respondents did not dispute item number 10, which the Applicant acknowledged was an estimated cost for cleaning the rental premises. The Respondents acknowledged that the premises had not been cleaned. The Respondents testified that they believed arrangements had been made with the person who conducted the exit inspection on their behalf to have the premises cleaned. The exit inspection report and photographs taken during the exit inspection clearly reflect the uncleanliness of the rental premises. The Respondents requested an opportunity to make their own arrangements to have the rental premises cleaned rather than paying the Applicant to have the cleaning done. Given that the rental premises has not yet already been cleaned, the Applicant's representative agreed to give the Respondents until January 31, 2019, to have the premises cleaned, after which the Applicant's claim for costs would remain in effect. My decision respecting cleaning costs was adjourned until after January 31st pending confirmation of the premises having been cleaned. No submissions were received confirming that the cleaning of the premises was arranged for by the Respondents. I am satisfied the Respondents are responsible for leaving the rental premises in an unclean condition, and I find the Respondents liable to the Applicant for costs of cleaning the rental premises.

The estimated costs claimed by the Applicant of \$910.14 does not seem reasonable to me. Those costs were calculated by the Applicant based on 37.5 hours of labour by casual staff, including vacation pay and EI/CPP expenses. The average rate in the Northwest Territories for extensive cleaning of a two-bedroom house without carpets is \$400. That is the amount I am prepared to grant the Applicant for costs associated with cleaning the rental premises.

I find the Respondents liable to the Applicant for the allowed costs of repairs and cleaning as follows:

Replace one exterior door and lockset/deadbolt	\$435.00
Replace one showerhead	\$15.50
Repair 11 holes in walls	\$474.24
Cleaning throughout	\$400.00
Sub-total	\$1,324.74
7% Admin Fee	\$92.73
Sub-total	\$1,417.47
5% GST	\$70.87
Total	<u>\$1,488.35</u>

Orders

An order will issue requiring the Respondents to pay rental arrears in the amount of \$217.22 and requiring the Respondents to pay costs of repairs and cleaning in the amount of \$1,488.35.

Adelle Guigon
Rental Officer