

IN THE MATTER between **NPRLP**, Applicant, and **CL**, 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:

NPRLP

Applicant/Landlord

-and-

CL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 7, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: BL, representing the Applicant
NS, representing the Applicant
NAY, representing the Applicant
TA, Integrated Case Management, for the Respondent

Date of Decision: May 21, 2019

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the Applicant/Landlord against CL as the Respondent/Tenant was filed by the Rental Office December 7, 2018. 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 December 21, 2019, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

When the application was first made, the Applicant alleged the Respondent had repeatedly and unreasonably disturbed the Landlord's and other tenants' enjoyment and possession of the rental premises and residential complex, and sought an order for termination of the tenancy agreement and eviction. Since then and prior to the scheduled hearing, the Respondent voluntarily gave up possession of the rental premises. Consequently, the Applicant amended their application to instead seek an order for payment of costs for repairs and cleaning of the rental premises.

A hearing was scheduled for February 5, 2019, in Yellowknife. However, at the request of the Respondent's Integrated Case Management (ICM) advocate, the hearing was postponed to February 7, 2019, to accommodate the Respondent's return to the community from attending a treatment program. BL, NS, and NAY appeared representing the Applicant. TA, the Respondent's ICM advocate, appeared for the Respondent. CL was served notice of the hearing by email deemed received December 21, 2018. He was also notified and reminded of the hearing by his ICM advocate. The Respondent did not appear at the hearing, but the Respondent's ICM advocate acknowledged that she had spoken at length with the Respondent about the issues at hand and agreed to proceeding in his absence.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between the Applicant and the Respondent commencing July 1, 2017, and ending January 31, 2019. I am satisfied a valid tenancy agreement was in place in accordance with the *Residential Tenancies Act* (the Act).

Repairs and cleaning

The entry and exit inspection reports, photographs, and invoices were entered into evidence in support of the Applicant's claim for costs associated with effecting the following repairs and cleaning:

Depreciated cost to replace the fridge	\$300.00
Depreciated cost to replace the stove	\$300.00
Replace damaged flooring	\$1,500.00
Cleaning throughout	\$600.00
Repair kitchen countertops	\$750.00
Repair kitchen cabinet drawers	\$175.00
Repair bathroom tub, toilet, and towel holder	\$750.00
Removal and disposal of property, garbage, and debris	\$1,019.58
Replacement of one bi-fold door	\$125.00
Replace apartment door	\$1,000.00
Repair walls	\$1,500.00
Subtotal	\$8,019.58
15% admin fee	\$1,202.94
GST on materials	\$461.13
Total	<u>\$9,683.65</u>

The Respondent's advocate testified that the Respondent did not dispute his responsibility for any of the claimed damages. She did, however, question the Respondent's responsibility for the damages to the apartment door because the Respondent had mentioned to her that the hole in the door had been there for some time and was left there when the Applicant removed the door closer. The photographs of the apartment door do show a large rectangular hole at the top corner where a door closer would normally be. The Applicant agreed to investigate further into the history of the apartment door.

The results of that investigation found a work order completed in February 21, 2018, in which it was noted that the door was “split by the locks and broken by the door closer”. The deadbolt was replaced and a door saver was installed by the passage knob to replace the door closer. The Applicant’s representative confirmed that they had never actually received a report or complaint from the Respondent about how or when the door had been “split”. The entry inspection report does mention the apartment door was “cracked”, which to my mind coincides with the “split by the locks”, but it makes no mention of any other pre-existing damages to the door. While the hole in the door was left when the door closer was removed, the door closer was only removed because of the damage to the door at or near the door closer which prevented the door closer from functioning properly. As such, I am satisfied the Respondent is responsible for the damages to the door requiring the door’s replacement.

There was also mention at the hearing of possible charges from the Fire Department for a false alarm originating from the Respondent’s rental premises. The Respondent’s advocate did not dispute the Respondent’s liability for those charges should they arise. The Applicant’s representative conceded that they had not as yet received an invoice for those charges, and he committed to follow up with the Fire Department on whether or not they would be seeing one. On April 30, 2019, the Applicant’s representative confirmed that they had not received the invoice from the Fire Department and agreed to withdraw the claim for those charges.

I am satisfied the Respondent is responsible for the claimed damages and uncleanliness, and I find the Respondent liable to the Applicant for the costs of repairs and cleaning in the amount of \$9,683.65.

Order

An order will issue requiring the Respondent to pay costs of repairs and cleaning in the amount of \$9,683.65.

Adelle Guigon
Rental Officer