

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

NM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 18, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: JS, representing the Applicant

Date of Decision: May 21, 2019

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the Applicant/Landlord against NM as the Respondent/Tenant was filed by the Rental Office March 15, 2019. 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 registered mail sent to her last known address and deemed served April 8, 2019, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The Applicant alleged the Respondent had caused damages to the rental premises and had left the rental premises in an unclean condition. An order was sought for payment of costs of repairs and cleaning.

A hearing was scheduled for April 18, 2019, in Yellowknife. JS appeared representing the Applicant. NM was served notice of the hearing by registered mail sent to her last known address and deemed served April 8, 2019. 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 Act.

Tenancy agreement

The Applicant's representative testified and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing August 1, 2017. The Respondent vacated the rental premises, ending the tenancy as of November 23, 2018. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Security deposit

The Respondent had paid a security deposit of \$1,625 at commencement of the tenancy which earned interest in the amount of \$1.01. The security deposit was appropriately retained by the Applicant at the end of the tenancy agreement against rental arrears of \$411 and costs of repairs incurred earlier in the tenancy of \$789.98, leaving a security deposit balance of \$425.03.

Repairs and cleaning

The entry and exit inspection reports, invoices, quotes, a statement of damages, and digital photographs were entered into evidence in support of the Applicant's claims for costs of repairs and cleaning. The damages included: replacing the exterior door locks due to the Respondent failing to return the keys; removal and disposal of property, garbage, and debris; cleaning throughout; patching and painting walls; repairing and replacing one exterior door, jamb, and trim; replacing seven window screens; replacing four curtain rods; replacing one interior door frame and trim; and various miscellaneous repairs.

The Applicant claimed \$800 to replace the stove. The exit inspection report and photographs indicated that it was the oven door that was significantly damaged. The Applicant's representative was permitted to make inquiries of the maintenance personnel after the hearing to clarify what the \$800 claim was actually for: the replacement of the oven door or the replacement of the entire stove? If it were for the entire stove, depreciation would need to be considered. The Applicant's representative was able to clarify that although they did in fact replace the stove, the \$800 claim in fact represented less than what it would have actually cost just to replace the oven door. Consequently, I am satisfied the cost claimed of \$800 is reasonable.

The Applicant claimed \$200 to replace the interior bathroom door. However, the entry inspection report clearly identified that the bathroom door was cracked when the Respondent moved into the rental premises. The Applicant's representative conceded that she had no evidence suggesting that the bathroom door had been replaced during the tenancy. Consequently, I cannot be satisfied that the Respondent caused the damages to the bathroom door given that there were damages pre-existing the tenancy. The Applicant's claim for costs of \$200 to replace the bathroom door is denied.

It was identified at hearing that the Landlord had charged the Respondent GST twice for disposal costs, patching and painting, and replacing the exterior door. That mathematical error has been corrected in the following table, which identifies the allowed costs for repairs and cleaning.

Replace two locks	\$60.00
Removal and disposal of property, garbage, and debris	\$676.46
Dump fees	\$80.00
Cleaning throughout	\$650.00
Patching and painting walls throughout	\$4,500.00
Replace exterior door trim	\$40.00
Replace and repair exterior door and jamb	\$1,120.00
Replace eight electrical plate covers	\$64.00
Replace globe light fixture	\$40.00
Re-install vent cover	\$30.00
Replace seven window screens	\$350.00
Replace four curtain rods	\$240.00
Replace one fire extinguisher	\$110.00
Replace stove	\$800.00
Replace section of baseboard	\$20.00
Replace one interior door frame and trim	\$120.00
Replace one doorbell	\$30.00
Replace four interior door stoppers	\$32.00
Subtotal	\$8,962.46
10% Admin fee	\$896.25
5% GST	\$492.94
Total	\$10,351.64
Less remaining security deposit	\$425.03
Final total	<u>\$9,926.61</u>

I am satisfied the Respondent is responsible for the claimed damages and uncleanliness, and I find the Respondent liable to the Applicant for costs of repairs and cleaning in the amount of \$9,926.61.

Order

An order will issue requiring the Respondent to pay costs of repairs and cleaning in the amount of \$9,926.61.

Adelle Guigon
Rental Officer