

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

**KK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 9, 2019, and May 30, 2019

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

**Appearances at Hearing:** LW, representing the Applicant  
JH, witness for the Applicant  
KK, Respondent  
LM, witness for the Respondent

**Date of Decision:** June 11, 2019

**REASONS FOR DECISION**

An application to a rental officer made by NTHC as the Applicant/Landlord against KK as the Respondent/Tenant was filed by the Rental Office September 7, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Colville Lake, Northwest Territories. The filed application was personally served on the Respondent September 18, 2018.

The Applicant alleged the Respondent 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 of costs for repairs and cleaning.

A hearing was scheduled for October 30, 2018, by three-way teleconference. KK appeared as Respondent. No one appeared on behalf of the Applicant. The hearing was adjourned *sine die* and a dismissal warning notice was sent to the Applicant. The hearing was re-scheduled to January 9, 2019, by three-way teleconference. LW appeared representing the Applicant. KK appeared as Respondent, with LM appearing as the Respondent's witness. The hearing was adjourned by mutual agreement to continue April 16, 2019. The April 16<sup>th</sup> hearing was postponed at the Applicant's request. The continuation of the hearing was re-scheduled peremptory on the Applicant to May 30, 2019, by three-way teleconference. LW appeared representing the Applicant, with JH appearing as the Applicant's witness. KK was notified of the re-scheduled hearing by email deemed received May 9, 2019, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations). The Respondent did not appear at the continuation of 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 and evidence was presented establishing a residential tenancy agreement between them for subsidized housing under the Applicant's Home Ownership Entry Level Program (HELP) commencing December 1, 2017. The Respondent gave up possession of the rental premises on March 27, 2018. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

### *Rental arrears*

The lease balance statement entered into evidence represents the Landlord's accounting of monthly assessed rents and payments received against the Respondent's rent account. All rents were subsidized and last assessed at \$300 per month. The last payment received against the rent account was recorded December 1, 2017, in the amount of \$300.

At the January 9<sup>th</sup> hearing, the Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondent has accumulated rental arrears in the amount of \$485.94.

### *Damages and uncleanliness*

The Applicant made a claim for costs related to replacing the water pump and pressure system, which were damaged beyond repair when the rental premises was permitted to freeze up. At the January 9<sup>th</sup> hearing, the Respondent disputed responsibility for the claimed repairs, claiming that there had been repeated problems with the water and sewer pipes freezing up throughout the tenancy. The Respondent claimed that there had been repeated communication from her to the Applicant about the ongoing issues. The hearing was adjourned on this matter, and the other claimed damages which will be referred to later in these reasons, to permit the Applicant's representative to do a more thorough search of their records to establish a timeline of the freeze-up issues.

The hearing resumed on May 30<sup>th</sup>. The Applicant's representative confirmed that there had been some issues with the water and sewer lines between early December 2018 and late January 2019, all of which were addressed and repaired at no cost to the Respondent. The Applicant's representative testified that there was no evidence of any communications from the Respondent since early February 2019 regarding any freeze-ups.

At the January 9<sup>th</sup> hearing, the Respondent testified that throughout February and March she had been getting a friend to thaw the lines whenever they froze. In February 2019, the Respondent notified the Applicant that the rental premises did not have a woodstove, as most other premises in the community do, and the Applicant immediately arranged for a woodstove to be installed.

The Applicant conducted an inspection of the rental premises on March 20, 2019, during which they found the water and sewer lines and water pump frozen, and they found damages and uncleanliness throughout the rental premises. The Applicant returned a week later to find no changes to the rental premises. The Respondent agreed to return possession of the rental premises to the Applicant on March 27, 2019. The Applicant's personnel removed the Respondent's personal belongings from the rental premises and secured the rental premises against unauthorized entry.

The Applicant entered into a service contract with a Contractor to effect the following repairs at a maximum cost of \$10,329.60 plus GST. The repairs were contracted to be completed by August 24, 2018. The scope of work was defined in the service contract as:

1. Remove and discard front exterior door that is damaged complete with jamb, brick mold and trim.
2. Install new metal insulated door that has been supplied and is safeguarded in the unit.
3. Install new insulation and interior trim. Trim and brick mold to be painted with one coat of primer and 2 coats of semi-gloss white paint. Contractor to supply replacement trim, brick mold to be re-used.
4. Remove and discard passage set and deadbolt at back door only, install new deadbolt and passage set. The contractor is to pick these up at the SDO prior to leaving to Colville Lake.
5. Prepare bedroom doors and trim for painting and paint with one coat of primer and 2 coats of semi-gloss white paint.

6. Remove and discard passage sets in 2 bedroom doors, supply and install 2 new passage sets for these doors.
7. Patch holes in drywall throughout house as needed, see attached pictures for drywall damage.
8. Paint all patches with one coat of primer and one coat of finish paint. Colour to be CLW 1010W, Snow Valley.
9. Prepare entire wall for painting and paint with one coat of finish paint.
10. Test water lines for leaks and report for furtherance.
11. Remove and discard existing pressure pump. Install new pump and expansion tank combination. New pump and expansion tank are safeguarded in the unit.
12. Remove and discard toilet, install new toilet complete with wax ring, T-bolts and cap. Do not caulk base of toilet. New toilet and tank set are safeguarded in the unit.
13. Check toilet for operation to ensure working properly, toilet to be flushed sufficient times to ensure that the drain line is not plugged. Report any deficiencies to Technical for furtherance.
14. Supply and install one ceiling fan with light in living room. Currently there is a light installed, remove and safeguard light in unit. Install ceiling fan with light and check for operation.
15. Supply and install one cover plate for receptacle.
16. Re-install bathroom hardware as needed.
17. Repair broken spindle on front door, Spindle to be PWF material and not to be painted at this time. End cuts to be sealed with appropriate treatment.
18. Clean unit throughout, wash floors and apply 2 coats of wax.
19. All debris to be taken to landfill for disposal.

The Applicant submitted one estimate and one invoice into evidence from the Contractor for the above work. The estimate set out the Contractor's costs for completing items numbered 10 to 13 of the scope of work amounting to \$3,026.99 (not including GST). Those items all reference work specifically related to repairing effects of the freeze-up. Also submitted was a receipt for the Applicant's purchase of a replacement toilet and water pump for an amount totalling \$1,425.33 (not including GST).

The invoice represents the Contractor's completion of the scope of work under the service contract and charged the total value of the contract of \$10,329.60 plus GST of \$516.48 for a total invoice of \$10,846.08.

The entry inspection report was subsequently provided establishing the condition of the rental premises when the Respondent moved in. Photographs taken at the end of the tenancy were provided to establish the condition of the premises at that time.

The Applicant had originally claimed costs of repairs and cleaning in the amount of \$21,629.22, which is roughly double what the service contract provided for. The Rental Office identified this significant discrepancy at the hearings.

#### Freeze-up damages

The problems with the water and sewer pipes identified by the Respondent had been repaired by mid-January 2019. It does appear likely that any subsequent freeze-ups between mid-January and the end of February were contributed to by the lack of a woodstove in the rental premises. The Applicant's witness confirmed that woodstoves are a common accessory to rental premises located in Colville Lake as a supplementary heat source which helps prevent freeze-ups; the witness admitted they were unaware until the Respondent notified them that the previous tenant had taken the woodstove with him when he left. As mentioned, they installed a new wood stove by the end of February.

It is more likely than not that any freeze-ups occurring after the woodstove was installed occurred through the negligence of the Respondent in failing to maintain adequate heat in the rental premises. I find the Respondent liable to the Applicant for the costs of replacing the water pump and pressure system in the amount of \$4,674.94 (including GST).

#### Other damages

Items numbered 1 through 4 of the scope of work describe repairs to the two exterior doors. The photographic evidence suggests that both the doors were damaged by being forced open from the outside. There is no evidence to suggest or support that the Respondent or persons permitted on the premises by the Respondent kicked the doors in or would necessarily have had cause to kick the doors in. Despite failing to report the kicked-in doors to the Applicant, which was likely one of the contributing factors to the freeze-up, I cannot be satisfied that the Respondent caused the damages to the exterior doors. The Applicant's claim for costs associated with repairing the two exterior doors is denied.

Items numbered 5 and 6 of the scope of work describe repainting the two bedroom doors and replacing both passage sets. While there was evidence of some minor damage to the second bedroom door, there was no evidence suggesting the second bedroom door passage set was damaged. With respect to the master bedroom door, there was no evidence of any damages and the entry inspection report indicated the passage set was already damaged when the Respondent moved in. I am not satisfied the Respondent is responsible for the repainting of the two bedroom doors and replacement of the passage sets. The Applicant's claim for the associated costs is denied.

Item 14 of the scope of work describes the replacement of an existing light fixture with a ceiling fan light fixture. There was no evidence suggesting that the existing light fixture required replacement. The Applicant's claim for the associated costs is denied.

The remaining other damages described under items 7, 8, 9, 15, 16, 17, 18, and 19 have all been made out to my satisfaction as being caused by the Respondent or persons permitted on the premises by the Respondent. Because neither the scope of work nor the Contractor's invoice itemize the costs for each piece of work, I have made estimates for the value of the allowed claims based on my experience deliberating on other applications for similar claims. My estimations are as follows:

Items 7, 8, 9 - patching and painting three walls	\$800.00
Item 15 - replace one receptacle cover	\$10.00
Item 16 - re-install bathroom hardware	\$100.00
Item 17 - repair exterior stair rail spindle	\$400.00
Item 18 - cleaning throughout	\$650.00
Item 19 - disposal of repairs-related debris	\$50.00
Sub-total	\$2,010.00
5% GST	\$100.50
<b>Total</b>	<b><u>\$2,110.50</u></b>

The estimated reasonable value of the costs for the allowed other damages is \$2,110.50 (including GST).

Summary of allowed damages

I find the Respondent liable to the Applicant for the costs of repairing damages related to the freeze-up in the amount of \$4,674.94. I find the Respondent liable to the Applicant for costs of additional repairs and cleaning in the amount of \$2,110.50.

*Orders*

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$485.94 (p. 41(4)(a)); and
- requiring the Respondent to pay costs of repairs and cleaning in the total amount of \$6,785.44 (p. 42(3)(e), p. 45(4)(d)).

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Adelle Guigon  
Rental Officer