

IN THE MATTER between **NPRLP**, Applicant, and **DM**, 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-

**DM**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 5, 2019

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

**Appearances at Hearing:** NAY, representing the Applicant

**Date of Decision:** June 5, 2019

**REASONS FOR DECISION**

An application to a rental officer made by NPRLP as the Applicant/Landlord against DM as the Respondent/Tenant was filed by the Rental Office April 24, 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 email deemed received May 12, 2019, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

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 June 5, 2019, in Yellowknife. NAY appeared representing the Applicant. DM was served notice of the hearing by email deemed received May 12, 2019. The Respondent did not appear at the hearing, nor did anyone appear on behalf of the Respondent. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

*Tenancy agreement*

Evidence was presented establishing a residential tenancy agreement between the parties commencing by assignment effective April 3, 2017. The Respondent vacated the rental premises, ending the tenancy agreement effective January 31, 2019. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

*Previous order*

Rental Officer Order Number 16066 issued July 5, 2018, required the Respondent to pay rental arrears; terminated the tenancy agreement July 31, 2018; evicted the Respondent from the rental premises August 1, 2018; and required the Respondent to pay compensation for use and occupation of the rental premises at a rate of \$59.38 for each day she remained in the rental premises after July 31, 2018, to a maximum of \$1,806 per month. The monetary order has not yet been satisfied and remains enforceable as long as it is filed in the Supreme Court of the Northwest Territories by July 2021. The tenancy was permitted to continue uninterrupted, effectively reinstating the tenancy as of August 1, 2018.

### *Rental arrears*

The lease ledger entered into evidence represents the Landlord's accounting of monthly rents, late payment penalties, and payments received against the Respondent's rent account. Rent was established at \$1,806 per month. The late payment penalties have been calculated in accordance with the Act and Regulations. The last payment received against the Respondent's rent account was recorded December 21, 2018, in the amount of \$3,000. The security deposit of \$886.06 was retained against the rental arrears.

I am satisfied the lease ledger accurately reflects the current status of the Respondent's rent account. I find the Respondent liable for rental arrears accumulated since the last rental officer order was issued in the amount of \$2,899.94.

### *Repairs and cleaning*

The entry and exit inspection reports and photographs taken at the end of the tenancy were entered into evidence in support of the Applicant's claims for the following repairs and cleaning:

Replacement of unit front door	\$1,000.00
Repair false kitchen drawer front	\$50.00
Replace missing smoke detector	\$100.00
Repair, patch, and paint holes in walls	\$650.00
Replace closet door knob	\$5.00
Replace one interior door	\$200.00
Replace two blind slats	\$20.00
Labour for the above repairs, excepting unit front door	\$250.00
Removal and disposal of garbage and debris	\$90.00
Cleaning throughout	\$360.00
Sub-total	\$2,725.00
15% admin fee	\$408.75
5% GST	\$136.25
<b>Total</b>	<b>\$3,270.00</b>

I am satisfied all of the above claims except with respect to the damages to the unit front door were caused by the Respondent or persons permitted in the premises by the Respondent.

The entry inspection report was conducted September 9, 2016, when the original joint tenancy agreement that the Respondent was not a part of commenced. The original joint tenancy agreement was assigned to the Respondent effective April 3, 2017. An inspection report was not conducted at the time that the assignment took effect. The previous tenants are only responsible for the condition of the rental premises until the date the assignment takes effect, and the new tenant is only responsible for the condition of the rental premises after the date the assignment takes effect. This necessitates the requirement to conduct a joint exit/entry inspection of the rental premises on or about the date the assignment takes effect in order to establish the condition of the rental premises and what, if anything, the previous tenants are responsible for repairing.

The entry inspection report makes no reference at all to the unit front door. The exit inspection report does include a note documenting that the unit door is broken and needs to be replaced. The photographs of the door do show significant damage to the door around the dead bolt and splitting the side of the door suggesting the door had been forced open or kicked in. However, the photographs also show that a new dead bolt with a metal security plate had been installed overtop of the damages. These observations beg the questions of when the door was damaged, how it was damaged the way it was, and who caused the damages.

The Applicant's representative did not have any direct knowledge of the matter. She was granted the opportunity to research her files for past records indicating when the temporary repairs were made, as well as any record of when the damages might have been reported and how they were caused. The Applicant's representative was also asked to validate the amount being claimed for costs to replace the unit front door. The Applicant's representative provided an invoice substantiating the costs claimed to replace the door. However, she admitted that she could not locate any evidence to explain when the damage occurred, how it occurred, who caused it, or when the temporary repairs were made.

Under the circumstances, I cannot be satisfied that the Respondent or persons permitted in the premises by the Respondent caused the damages to the unit front door. The damages could have occurred prior to the assignment taking effect, and the damages look like they could have been caused by somebody breaking into the premises. The Applicant's claim for costs to replace the unit front door are denied.

The allowed claims for repairs and cleaning are as follows:

Repair false kitchen drawer front	\$50.00
Replace missing smoke detector	\$100.00
Repair, patch, and paint holes in walls	\$650.00
Replace closet door knob	\$5.00
Replace one interior door	\$200.00
Replace two blind slats	\$20.00
Labour for the above repairs, excepting unit front door	\$250.00
Removal and disposal of garbage and debris	\$90.00
Cleaning throughout	\$360.00
Sub-total	\$1,725.00
15% admin fee	\$258.75
5% GST	\$86.25
<b>Total</b>	<b><u>\$2,070.00</u></b>

I find the Respondent liable for costs of repairs and cleaning in the amount of \$2,070.

#### *Orders*

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$2,899.94 (p. 41(4)(a)); and
- requiring the Respondent to pay costs of repairs and cleaning in the amount of \$2,070 (p. 42(3)(e), p. 45(4)(d)).

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Adelle Guigon  
Rental Officer