

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

FB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 3, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: JS, representing the Applicant
KW, representing the Applicant

Date of Decision: July 3, 2019

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the Applicant/Landlord against FB as the Respondent/Tenant was filed by the Rental Office May 3, 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 the Respondent's last known address and deemed served June 5, 2019, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The Applicant alleged the Respondent had accumulated rental arrears, caused damages to the rental premises, and 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 July 3, 2019, in Yellowknife. JS and KW appeared representing the Applicant. FB was served notice of the hearing by registered mail sent to her last known address deemed served June 5, 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

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing June 24, 2015. The Respondent vacated the rental premises, ending the tenancy as of February 22, 2019. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Rental arrears

Because a portion of the security deposit was retained against the rental arrears, the Applicant's representative withdrew their request for an order to pay the rental arrears.

Repairs and cleaning

The entry and exit inspection reports and photographs entered into evidence substantiate the Applicant's claims for the following repairs and cleaning:

Recharge fire extinguisher (Dec 2018)	\$34.65
Lock change (Dec 2018)	\$60.00
Repair stove plug and range hood (Dec 2018)	\$165.00
Replace stove (Dec 2018)	\$989.00
Lock change	\$100.00
Removal and disposal of abandoned property, garbage, and debris	\$2,300.29
Cleaning throughout	\$650.00
Patch and paint walls throughout	\$4,150.00
Replace door bell	\$60.00
Replace curtain rods	\$165.00
Replace electrical covers	\$136.00
Replace light globes	\$220.00
Replace fridge rails	\$80.00
Replace fire extinguisher	\$110.00
Replace interior door knob	\$100.00
Replace door stoppers	\$32.00
Replace bathroom fixtures	\$145.00
Repair interior door frame	\$30.00
Replace baseboard	\$30.00
Replace window frame	\$50.00
Re-hang one interior door	\$30.00
Sub-total	\$9,636.94
10% Admin Fee	\$963.69
5% GST	\$530.03
Total	<u>\$11,130.67</u>

All of the claimed damages and uncleanliness are made out as having been caused by the Respondent and/or persons permitted in the premises by the Respondent. However, the costs claimed to replace the stove do not account for depreciation.

The entry inspection report establishes that the stove was new when the Tenant moved into the rental premises in June 2015, making the stove 3.5 years old. Stoves have an average useful life of 15 years, making the Tenant responsible for 77 percent of the replacement cost amounting to \$761.53 before the admin fee and GST. The total costs claimed for repairs and cleaning were adjusted as follows, including accounting for the remaining security deposit credit:

Recharge fire extinguisher (Dec 2018)	\$34.65
Lock change (Dec 2018)	\$60.00
Repair stove plug and range hood (Dec 2018)	\$165.00
Replace stove (Dec 2018)	\$761.53
Lock change	\$100.00
Removal and disposal of abandoned property, garbage, and debris	\$2,300.29
Cleaning throughout	\$650.00
Patch and paint walls throughout	\$4,150.00
Replace door bell	\$60.00
Replace curtain rods	\$165.00
Replace electrical covers	\$136.00
Replace light globes	\$220.00
Replace fridge rails	\$80.00
Replace fire extinguisher	\$110.00
Replace interior door knob	\$100.00
Replace door stoppers	\$32.00
Replace bathroom fixtures	\$145.00
Repair interior door frame	\$30.00

Replace baseboard	\$30.00
Replace window frame	\$50.00
Re-hang one interior door	\$30.00
Sub-total	\$9,409.47
10% Admin Fee	\$940.95
5% GST	\$517.52
Total	\$10,867.94
Less remaining security deposit credit	\$1,234.63
Remaining balance	<u>\$9,633.31</u>

I find the Respondent has failed to comply with her obligation not to cause damages to the rental premises and to maintain the ordinary cleanliness of the rental premises. I find the Respondent liable to the Applicant for costs of repairs and cleaning in the amount of \$9,633.31. I will note here that at the hearing I incorrectly calculated the remaining balance; the calculations in the above table are correct.

Order

An order will issue requiring the Respondent to pay costs of repairs and cleaning in the amount of \$9,633.31.

Adelle Guigon
Rental Officer