

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

**MT**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 19, 2019

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

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

**Date of Decision:** December 7, 2019

## **REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of the NTHC as the Applicant/Landlord against MT as the Respondent/Tenant was filed by the Rental Office October 8, 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 October 19, 2019, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

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 the costs for repairs and cleaning.

A hearing was scheduled for November 19, 2019, in Yellowknife. AB appeared representing the Applicant. MT was served notice of the hearing by email deemed received October 19, 2019. The Respondent did not appear at the hearing, nor did anyone appear on her behalf. 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 for subsidized public housing commencing April 10, 2012. The Respondent vacated the rental premises, ending the tenancy as of May 1, 2019. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

### *Repairs and cleaning*

The entry and exit inspection reports, photographs, and a tenant damages statement included in application made the following claims for repairs and cleaning:

Lock change	\$100.00
Removal and disposal of items, garbage, debris	\$1,590.66
Cleaning throughout	\$400.00
Painting throughout	\$3,400.00
Replace/Repair flooring	\$2,000.00
Replace one exterior door	\$1,000.00
Replace light bulbs	\$80.00
Replace light fixtures	\$70.00
Replace two interior closet doors	\$500.00
Replace radiator covers in living room	\$700.00
Replace three slider windows and frames	\$4,746.00

Replace electrical cover plates	\$20.00
Repair/Replace refrigerator door bars and freezer seal	\$400.00
Replace bathroom fixtures	\$110.00
Replace door stoppers	\$24.00
Replace one curtain rod	\$100.00
Replace one interior door	\$250.00
Replace one interior door knob	\$75.00
Subtotal	\$15,565.66
10% Admin Fee	\$1,556.57
5% GST	\$856.11
Total	\$17,978.34
Less remaining security deposit credit	\$180.07
<b>Remaining balance</b>	<b>\$17,798.27</b>

The majority of the claims made were substantiated by the supporting evidence. The Applicant was granted an opportunity to collect additional information regarding the following items.

Removal and disposal of items, garbage, debris

The tenant damages statement included a line item referencing \$1,290.66 invoiced from Best Movers for the removal and disposal of the items left behind by the Respondent in the rental premises. The invoice from Best Movers was provided. The \$1,290.66 charge included GST, which was not adjusted for in the tenant damages statement resulting in a double GST charge to the Tenant. The remaining \$300 identified under this line item was for the removal and disposal of two laundry machines. I am satisfied that the Respondent left a substantial amount of items, garbage, and debris – including the laundry machines – in the rental premises which required removal and disposal, and I am satisfied that the associated costs claimed to remove and dispose of those things are reasonable.

Painting throughout

The Applicant's maintenance manager confirmed that the \$3,400 for painting throughout was specific to painting most of the walls in the rental premises as a result of the damages to those walls. I am satisfied that the Respondent is responsible for the damages caused to the walls throughout the rental premises, and I am satisfied that the associated costs claimed to repaint those walls is reasonable.

#### Replace/repair flooring

The linoleum in several places throughout the rental premises had been torn apart, exposing large areas of the sub-floor. The damaged areas seemed to be along the natural seams of the linoleum. The Applicant's maintenance manager confirmed that there were no work orders on record suggesting that the Tenant had notified the Landlord at any time during the tenancy that the linoleum was lifting or otherwise showing signs of ordinary wear and tear that might require repair. Further, the extent of the damages suggest that parts of the linoleum had been torn up, not worn through. Given there is no evidence to the contrary, I am satisfied that the Respondent is responsible for the damages to the linoleum, and I am satisfied that the costs claimed to replace/repair the linoleum are reasonable.

#### Replace radiator covers

The radiator covers throughout the living room were either missing or left lying on the floor at the end of the tenancy. The Applicant's maintenance manager confirmed that the building owner had to get entirely new pieces and rebuild parts of the radiator cover, justifying the \$700 in claimed costs. I am satisfied the Respondent is responsible for the damages caused to the radiator covers, and I am satisfied that the costs claimed to replace the radiator covers are reasonable.

#### Replace three slider windows and frames

One living room window, one bedroom window frame, and the glass patio sliding door were each identified in both the exit inspection report and photographs as being damaged. The Applicant's maintenance manager confirmed that the \$4,746 claimed for costs of repairing the windows was quoted to them by the building owner. Given the types of windows referenced, particularly the patio door, I am satisfied the amount claimed for repairs is reasonable. I am satisfied the Respondent is responsible for the damages to two windows and one patio door.

#### Repair/replace refrigerator door bars and freezer seal

The Applicant's maintenance manager clarified that the claimed \$400 was to replace four damaged door bars and the freezer seal, all of which were different damages than those identified in the entry inspection report as pre-existing the tenancy. I am satisfied the Respondent is responsible for the claimed damages, and I am satisfied that the costs claimed to repair the damages is reasonable.

In summary, all of the claims for damages and uncleanliness are made out as the Respondent's responsibility and the costs for repairs and cleaning are made out as reasonable. The calculations adjusted for the double-GST charge are as follows:

Lock change	\$100.00
Removal and disposal of items, garbage, debris	\$1,541.38
Cleaning throughout	\$400.00
Painting throughout	\$3,400.00
Replace/Repair flooring	\$2,000.00
Replace one exterior door	\$1,000.00
Replace light bulbs	\$80.00
Replace light fixtures	\$70.00
Replace two interior closet doors	\$500.00
Replace radiator covers in living room	\$700.00
Replace three slider windows and frames	\$4,746.00
Replace electrical cover plates	\$20.00
Repair/Replace refrigerator door bars and freezer seal	\$400.00
Replace bathroom fixtures	\$110.00
Replace door stoppers	\$24.00
Replace one curtain rod	\$100.00
Replace one interior door	\$250.00
Replace one interior door knob	\$75.00
Subtotal	\$15,516.38
10% Admin Fee	\$1,551.64
5% GST	\$853.40
Total	\$17,921.42
Less remaining security deposit credit	\$180.07
<b>Remaining balance</b>	<b>\$17,741.35</b>

*Order*

An order will issue requiring the Respondent to pay costs of repairs and cleaning in the total amount of \$17,741.35.

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Adelle Guigon  
Rental Officer