

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

**SR**

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  
SR, Respondent  
KD, in support of the Respondent

**Date of Decision:** December 17, 2019

### **REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of the NTHC as the Applicant/Landlord against SR 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 fax sent October 16, 2019.

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 for repairs and cleaning.

A hearing was held on November 19, 2019, in Yellowknife. AB appeared representing the Applicant. SR appeared by telephone, with KD appearing by telephone as her support worker.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing May 22, 2015. The Respondent vacated the rental premises approximately July 31, 2019, but did not return possession of the premises to the Applicant until August 19, 2019. I am satisfied a valid tenancy agreement was in place in accordance with the *Residential Tenancies Act* (the Act).

#### *Repairs and cleaning*

The entry and exit inspection reports were entered into evidence, along with photographs taken during the exit inspection. In the tenant damages statement, the Applicant claimed the following repairs and cleaning against the Respondent:

Lock change	\$100.00
Cleaning of walls and bathtub	\$350.00
Replace two light bulbs	\$20.00
Replace closet door knob	\$25.00
Reinstall one vertical blind slat	\$20.00
Repaint bathroom door	\$200.00
Replace or Repair water damaged kitchen counter	\$600.00
Repaint water damaged kitchen wall (behind sink)	\$300.00
Subtotal	\$1,615.00

10% Admin Fee	\$161.50
5% GST	\$88.83
<b>Total</b>	<b>\$1,865.33</b>

#### Lock change

The lock change costs were claimed because the Applicant did not receive the keys to the rental premises. The Respondent claimed that her daughter had slipped the keys under the rental premises door the weekend of August 19, 2019. The Applicant reiterated that they did not receive the keys prior to changing the locks. I am satisfied the keys were not returned to the Applicant, requiring the Applicant to change the locks in order to secure the premises from unauthorized entry. I find the Respondent liable to the Applicant for the costs of changing the lock and will allow the Applicant's claim of \$100.

#### Cleaning

The exit inspection report referenced the following areas as 'unclean': entrance ceiling and floor covering; kitchen floor covering and cabinets; and bathroom floor covering, toilet and tub, sink, and fan. The photographs contradict all the claims except the condition of the bathroom, reflecting what appears to be a rental premises in an ordinary state of cleanliness. The bathroom floor is not well depicted in the photographs, but given the condition of the rest of the premises it seems unlikely to me that the bathroom floor was not cleaned. It does appear in the photographs that the under-sink cabinet was not wiped, and there is green staining in the bathtub. The Respondent claimed she did not know where the green staining came from, and suggested that the photograph may not be of her bathtub.

I am satisfied that the photographs depict the rental premises in question. I am also satisfied that the under-sink cabinet had not been wiped out and that adequate efforts were not made to clean the green staining out of the bathtub. I am not satisfied that any other parts of the premises were left unclean. I am also not satisfied that the \$350 claimed for cleaning is reasonable, particularly given I am only finding the Respondent liable for costs to wipe out the under-sink cabinet and to clean the green staining out of the bathtub. The Applicant's claim of \$350 for cleaning is denied, but an amount of \$50 to clean the cabinet and bathtub is granted.

#### Bathroom door

The entry inspection report identified the bathroom door as being in 'good' condition. The exit inspection report identified the bathroom door as being scuffed, or with a 'scratch/mark', and needing painting. The photograph of the bathroom door shows paint on the interior side of the door has been worn away. The Respondent claimed that the door was old and would not open and close properly. No evidence was presented establishing the age of the door or when it was last painted. Given the natural humidity that would be present in the bathroom, the wear on the door appears to me more likely than not as ordinary wear over a lengthy period of time and not as something that would occur through the Tenant's wilful or negligent conduct.

I am not satisfied that the damages to the bathroom door are beyond ordinary wear and tear, nor am I satisfied that they were caused by the Tenant's wilful or negligent conduct. The Applicant's claim of \$200 to repaint the bathroom door is denied.

#### Kitchen counter and wall

The exit inspection report referenced the counter top as 'water damage on an old counter' and the walls having a 'scuff'. The photographs show what is clearly water damage both on the wall behind the sink and on the counter in front of the sink. The wall has a large area where the paint is peeled and flaking. The counter is bubbled and warped, and there appears to be a crack or tear where the sink sits on the counter. There is no evidence that the sink had been caulked against leaks, or that the caulking had been maintained over the years.

The Respondent testified that she had repeatedly asked both the Applicant and the building owner to address the water damage that was occurring, to no effect or response. The Respondent testified that she always cleaned up after herself, and denied that the damages were caused by her own negligence. The Applicant did not provide any evidence to contradict the Respondent's testimony. Neither did the Applicant provide evidence to establish the age of the counter.

Given the condition of the rest of the premises, the Applicant's acknowledgment in the exit inspection report that the counter was old, and the apparent lack of maintenance conducted by either the Applicant or the building owner, it seems more likely to me that the damages to the wall and the counter occurred due to the Applicant's failure to address existing issues. The damages may have been aggravated by the Respondent's ordinary use of the kitchen sink area, but I am not satisfied that they originated from the Respondent's usage. Further, I am satisfied that the Respondent had notified the Applicant of the damages occurring. I am not satisfied the Respondent is responsible for the water damaged wall and counter in the kitchen. The Applicant's claim for costs of repairs in the total amount of \$900 is denied.

The claims to replace two burned out light bulbs, replace one missing closet door knob, and reinstall one vertical blind slat are all made out and allowed. The total claims for repairs and cleaning that are allowed are as follows:

Lock change	\$100.00
Cleaning of walls and bathtub	\$50.00
Replace two light bulbs	\$20.00
Replace closet door knob	\$25.00
Reinstall one vertical blind slat	\$20.00
Subtotal	\$215.00
10% Admin Fee	\$21.50
5% GST	\$11.83
<b>Total</b>	<b>\$248.33</b>

*Rent and security deposit credits*

Evidence was presented by the Applicant acknowledging a rent credit in the Respondent's favour of \$31 which was applied against the claimed costs of repairs and cleaning.

The Applicant also retained the Respondent's security deposit of \$926.73 against the claimed costs of repairs and cleaning.

Had all the Applicant's claims been allowed, the Respondent would have had a balance owing to the Applicant of \$907.60. However, not all of the Applicant's claims are allowed. As a result, after applying the \$31 rent credit and the \$926.73 security deposit against the allowed costs for repairs and cleaning of \$248.33, the Respondent is entitled to the return of a remaining balance of the security deposit in the amount of \$709.40.

*Order*

An order will issue requiring the Landlord to return a portion of the security deposit to the Tenant in the amount of \$709.40 (p. 18.1(b)).

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Adelle Guigon  
Rental Officer