

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

**GM**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 20, 2020

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

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

**Date of Decision:** February 27, 2020

### **REASONS FOR DECISION**

An application to a rental officer made by NWHHA on behalf of the NTHC as the Applicant/Landlord against GM as the Respondent/Tenant was filed by the Rental Office November 14, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Norman Wells, Northwest Territories. The filed application was sent to the Respondent by registered mail deemed served January 6, 2020, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

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 the rental arrears and payment of the costs for repairs and cleaning.

A hearing was scheduled for January 22, 2020. Both parties failed to appear at the hearing. It was re-scheduled to and heard on February 20, 2020, by three-way teleconference. AW appeared representing the Applicant. GM was sent notice of the hearing by registered mail deemed served February 4, 2020. 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 April 1, 2012. The Respondent vacated the rental premises, ending the tenancy effective June 7, 2019. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

#### *Previous order*

Rental Officer Order Number 16464 issued April 17, 2019, ordered the Respondent to pay rental arrears in the amount of \$16,075; terminated the tenancy agreement May 31, 2019, unless the rental arrears were paid in full; and evicted the Respondent from the rental premises May 31, 2019, if the termination of the tenancy agreement became effective.

### *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 \$1,295 per month. The last payment received against the rent account was recorded January 1, 2019, in the amount of \$900.

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 \$17,672. Rental Officer Order Number 16464 has not as yet been enforced, but remains enforceable if filed with the Supreme Court by April 2022. By subtracting the previous Rental Officer order amount from the current balance of rental arrears, I find the Respondent has accumulated rental arrears in the amount of \$1,597 since the last rental officer order was issued.

### *Repairs and cleaning*

The Applicant provided the entry and exit inspection reports, invoices, work orders, receipts, and photographs in support of a claim for the following:

- replacing exterior door casing and jamb
- replacing interior doors and trim
- repairing one window
- replacing one bathroom fan cover
- replacing floor tiles
- replacing the refrigerator
- patching and painting walls
- installing light fixtures
- replacing smoke detectors
- replacing the kitchen faucet
- replacing the toilet fill valve
- cleaning throughout

The total amount claimed for the above repairs and cleaning was \$7,960.37.

In reviewing the provided materials, the following claims stood out as debatable: replacing the floor tiles, replacing the refrigerator, replacing the smoke detectors, replacing the kitchen faucet, and replacing the toilet fill valve.

#### Floor tiles

The exit inspection report identified the front entrance flooring as broken. The photographs of the front entrance did show floor tiles in the corner below the exterior door were damaged, however, it appeared likely and probable that the tiles had been damaged due to age and ordinary wear and tear. The Applicant's representative agreed this was possible and did not dispute the denial of the claim for repairing the floor tiles. The value of this repair was estimated at \$239.18 and that amount was deducted from the total amount claimed.

#### Refrigerator

The exit inspection report identified the refrigerator as unclean and mouldy. The photographs support this claim. As a consequence, the Applicant could not recover the refrigerator to a useable condition and had to replace it. While the costs to remove and dispose of the refrigerator are reasonable and allowed, the depreciated value of the refrigerator itself must be taken into consideration. The Applicant's representative estimated the refrigerator to be nine years old. The average useful life of a refrigerator is 15 years. The Applicant benefited from nine years of the refrigerator's average useful life, therefore, nine-fifteenths of the replacement cost of the refrigerator was deducted from the total amount claimed. The replacement value of the refrigerator was \$1,485.68 (including GST) of which nine-fifteenths equals \$936.

#### Smoke detectors

The exit inspection report did not identify that any smoke detectors were missing. One of the photographs in fact showed one of the smoke detectors had been placed on a closet shelf. Given there was no indication that the smoke detectors had been damaged, the Applicant's representative did not dispute the denial of the claim for replacing the smoke detectors. The value of this repair was estimated at \$143.76 and that amount was deducted from the total amount claimed.

#### Kitchen faucet

The exit inspection report did not identify that the kitchen faucet was damaged. The photographs did not show any damages to the kitchen faucet. The Applicant's representative, who conducted the exit inspection, agreed that she did not observe any damages to the kitchen faucet during the inspection and did not understand why the charge was included. The Applicant's representative did not dispute the denial of the claim for replacing the kitchen faucet. The value of this repair was estimated at \$44.57 and that amount was deducted from the total amount claimed.

#### Toilet fill valve

The exit inspection report did not identify that the toilet fill valve was damaged. The photographs did not show any damages to the toilet suggestive that the valve might be damaged. Even if the toilet fill valve were damaged, the likelihood that it was damaged by the wilful or negligent actions of the Tenant is extremely low given the piece is an interior mechanical part. The Applicant's representative agreed that if the toilet fill valve were damaged it was likely due to mechanical failure or ordinary wear and tear, and she did not dispute the denial of the claim for replacing it. The value of this repair was estimated at \$48.02 and that amount was deducted from the total amount claimed.

All the remaining claims were made out as reasonable. I am satisfied the Respondent is responsible for the allowed damages and uncleanliness. I find the Respondent liable to the Applicant for the costs of repairs and cleaning in the amount of \$6,548.84.

#### *Orders*

An order will issue requiring the Respondent to pay rental arrears accumulated since the last rental officer order in the amount of \$1,597 and requiring the Respondent to pay for costs of repairs and cleaning in the amount of \$6,548.84 (p. 41(4)(a), p. 42(3)(e), p. 45(4)(d)).

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Adelle Guigon  
Rental Officer