

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

CB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 14, 2020

Place of the Hearing: Yellowknife, Northwest Territories

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

Date of Decision: April 14, 2020

REASONS FOR DECISION

An application to a rental officer made by NWA on behalf of the NTHC as the Applicant/Landlord against CB as the Respondent/Tenant was filed by the Rental Office January 7, 2020. The application was made regarding a residential tenancy agreement for a rental premises located in Norman Wells, Northwest Territories. The filed application was served on the Respondent by registered mail signed for February 17, 2020.

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 scheduled for February 6, 2020, was cancelled due to the Respondent not yet having been served with the filed application and notice of attendance. The hearing was re-scheduled to and held April 14, 2020, by three-way teleconference. JM and AW appeared representing the Applicant. CB was served notice of the hearing by registered mail signed for March 11, 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 *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing September 22, 2017. The Respondent vacated the rental premises, ending the tenancy as of July 3, 2019. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Repairs and cleaning

The Applicant provided with the application work orders, receipts, and invoices in support of a claim for \$12,182.92 in costs for repairs and cleaning. An entry inspection report dated September 25, 2017, documenting the condition of the premises at the beginning of the tenancy was provided with permission after the hearing. Thirty-eight photographs taken July 11, 2019, documenting the condition of the premises at the end of the tenancy was provided with the application.

Cleaning

The photographs support the Landlord's claims for cleaning throughout, and for removal and disposal of items, garbage, and debris. I am satisfied the Respondent left the rental premises in an unclean condition. I find the Respondent liable to the Applicant for cleaning costs in the amount of \$1,990.39.

Stove

The entry inspection report documents the stove as being unclean but otherwise operational and undamaged at the beginning of the tenancy. There is no reference to the age of the stove, nor was the Applicant able to verify the age of the stove. The photographs show what appears to be an older model stove that was extremely unclean, with substantial dents and damages. I believe it unlikely that the stove was recoverable from the condition it was left in. While I am prepared to allow the costs claimed to remove the old stove and install the replacement stove, because the age of the old stove is undetermined I am not prepared to grant any replacement costs. I find the Respondent liable to the Applicant for the removal and installation of the stoves in the amount of \$133.76. This amount was calculated by estimating it would take two men two hours to do the work at \$33.44 per hour. The allowed hourly rate for labour was calculated based on the amount for labour claimed in the work orders divided by the number of hours for labour claimed.

Interior doors

The entry inspection report documents the two interior doors as being unclean but otherwise in good condition at the beginning of the tenancy. The photographs show significant damage to both interior doors. I am satisfied the Respondent is responsible for damaging the two interior doors. I find the Respondent liable to the Applicant for the costs of labour to replace the two interior doors in the amount of \$276.88. No evidence was provided for the costs of materials.

Window

The entry inspection report documents the windows throughout as being in good condition at the beginning of the tenancy. The photographs show one window pane was broken from the inside. I am satisfied the Respondent is responsible for breaking one window. I find the Respondent liable to the Applicant for the costs of labour to remove the broken window and secure the opening with plywood in the amount of \$210. No evidence was provided for the costs of materials, nor was any reference made to costs to replace the broken window.

Walls

The entry inspection report documents: that the walls in the front entrance, stairwell, hallway, and basement/crawl space/utility room were in good condition; that the walls in the dining/living area, bathroom, and master bedroom were scratched; and that the walls in the kitchen and around the living room window were damaged at the beginning of the tenancy. The photographs show the damages around the living room window and in the kitchen wall next to the stove were still there, and that there was another wall with a fist-sized hole in it and a corner wall with a dent and large chips. The claims for the living room and kitchen walls are denied given the evidence suggests those walls were not repaired after the Respondent moved in. I am satisfied the Respondent is responsible for damaging the equivalent of two other walls. I find the Respondent liable to the Applicant for patching and painting two walls in the amount of \$258.99. That amount represents an educated estimate for labour and a proportional amount for materials as referenced in the supplied work orders.

Smoke detectors

The entry inspection report documents that smoke detectors were provided at the beginning of the tenancy. A work order provided with permission after the hearing confirms the smoke detectors were present and functional when last inspected in May 2018. The Applicant's representative testified that both smoke detectors were missing when the tenancy ended. I am satisfied the Respondent is responsible for the missing smoke detectors. I find the Respondent liable to the Applicant for the labour and materials costs to replace the two smoke detectors in the amount of \$136.60.

Exterior door

The entry inspection report documents the exterior door as being in good condition. The photographs show the door as damaged with dents and gouges, and the door frame as broken. I am satisfied the Respondent is responsible for damaging the exterior door and frame. I find the Respondent liable for the costs to replace the exterior door and repair the door frame in the amount of \$577.50 as invoiced by the contractor.

Remaining claims

A claim for costs to repair two broken floor tiles was withdrawn by the Applicant at hearing.

A claim to replace the porch door weatherstripping was denied because there was no evidence that the weatherstripping was damaged by the Respondent.

A claim to strip and wax the tile floors was denied because those things are considered required maintenance to keep the floors in a good state of repair, which is the Landlord's responsibility under paragraph 30(1)(a) of the Act. There was no evidence of when the last time the Landlord stripped and waxed the floors, nor was there any evidence to suggest the Respondent had caused any damages to the floor requiring extra stripping and waxing.

The following remaining claimed items were denied at hearing because there was no evidence in the photographs that they were damaged or missing:

- repairing cabinetry;
- cutting, staining, and installing a toe kick in the kitchen;
- painting closet shelves;
- removal and replacement of electrical plate covers;
- replacing bug screens;
- painting of porch; and
- replacing porch weatherstripping.

Order

An order will issue requiring the Respondent to pay costs of repairs and cleaning in the total amount of \$3,584.12.

Adelle Guigon
Rental Officer