

IN THE MATTER between **NTHC**, Applicant, and **GN and JN**, Respondents.

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-

GN and JN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 14, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MB, representing the Applicant

Date of Decision: June 2, 2020

REASONS FOR DECISION

An application to a rental officer made by FPHA on behalf of the NTHC as the Applicant/Landlord against GN and JN as the Respondents/Tenants was filed by the Rental Office February 6, 2020. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Providence, Northwest Territories. The filed application was personally served on the Respondents February 24, 2020.

The Applicant alleged the Respondents had caused damages to the rental premises and sought an order for payment of costs for repairs.

A hearing scheduled for March 26, 2020, was cancelled due to the COVID-19 pandemic restrictions. The hearing was re-scheduled and held May 14, 2020, by three-way teleconference. MB appeared representing the Applicant. GN and JN were served notices of the hearing by registered mail signed for April 22, 2020. The Respondents did not appear at the hearing, nor did anyone appear on the Respondents' behalf. The hearing proceeded in the Respondents' absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement for subsidized housing under the Landlord's Homeownership Entry Level Program (HELP) commencing September 9, 2014. The tenancy ended July 26, 2019. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Repairs

The entry and exit inspection reports, work order, and invoices were entered as evidence in support of the Applicant's claims. The entry inspection was conducted September 9, 2014, and the exit inspection was conducted July 26, 2019. The repairs to the rental premises were not completed until January 20, 2020.

The lease balance statement that was provided established that the majority of the security deposit was retained against rental arrears, leaving a security deposit credit balance of \$254.54 to be applied against costs of repairs.

The work order and invoices listed a total cost of \$3,911.94 for the following repairs:

- patching and painting of interior walls
- replacement of one bathroom tissue roller
- replacement of one bathroom towel bar
- replacement of one bathroom toilet seat
- replacement of one faucet
- replacement of six interior doors and casings
- replacement of three deadbolts
- replacement of four interior door knobs
- replacement of three floor vents

However, the entry and exit inspection reports did not support the claims for the tissue roller, the towel bar, the faucet, two of the interior doors and casings, the deadbolts, or the floor vents. The Applicant's representative was provided an opportunity to submit photographic evidence which might support the claim for those items, but she subsequently learned that the photographs taken at the end of the tenancy had accidentally been deleted.

Given that there is no substantive evidence to support those claimed damages, I cannot find the Respondents liable for the costs to repair them. By reviewing the work order details I have determined that the cost of materials related to the unsupported damages amounts to \$548.69. I have estimated the labour for effecting those repairs at 4.5 hours at \$35.44 per hour amounting to a labour cost of \$159.48. Including GST of \$35.41, the estimated total cost for repairing the unsupported damages is \$743.58 and that is the amount that is denied.

I find the Respondents responsible for smoke damages to the interior wall, for the damaged toilet seat, and for damages to four interior doors, casings, and door knobs. The resulting remaining balance for the costs to patch and paint the interior walls, replace one toilet seat, replace four interior doors and casings, and replace four interior door knobs amounts to \$3,168.36. After deducting the security deposit credit, I find the Respondents liable to the Applicant for the costs of repairs in the amount of \$2,913.82.

Order

An order will issue requiring the Respondents to pay for costs of repairs in the amount of \$2,913.82.

Adelle Guigon
Rental Officer