

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

HBJ

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 27, 2020
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	DH, representing the Applicant
<u>Date of Decision:</u>	November 4, 2020

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of the NTHC as the Applicant/Landlord against HBJ as the Respondent/Tenant was filed by the Rental Office December 19, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was sent to the Respondent by registered mail deemed served January 30, 2020, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act). An addendum to the application was received in the Rental Office August 5, 2020, and served on the Respondent by registered mail signed for September 15, 2020.

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 costs for repairs and cleaning.

A hearing scheduled for February 5, 2020, was adjourned *sine die* at the request of the Applicant pending receipt of an addendum to the application and the Applicant's indication that they were ready for the matter to proceed to hearing.

The hearing was re-scheduled to September 9, 2020, but again adjourned *sine die* pending receipt of proof of service of the addendum on the Respondent.

The hearing was held October 27, 2020, by three-way teleconference. DH appeared representing the Applicant. HBJ was served notice of the hearing by registered mail delivered September 21, 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.

Previous order

Rental Officer Order #15567 issued April 18, 2017, required the Respondent to pay rental arrears in the amount of \$1,180 and to pay future rent on time. The monetary order has been satisfied.

Rental Officer Order #16475 issued August 20, 2019, required the Respondent to pay rental arrears in the amount of \$3,505; required the Respondent to pay future rent on time; terminated the tenancy agreement November 30, 2019, unless the rental arrears and monthly subsidized rents were paid in full and on time; and evicted the Respondent from the rental premises December 1, 2019, if the termination of the tenancy agreement became effective. The monetary order has not been satisfied, nor has it been enforced through the Supreme Court.

Tenancy agreement

Evidence was provided establishing a residential tenancy agreement between the parties for subsidized public housing commencing April 1, 2012. The Respondent vacated the rental premises December 2, 2019, in accordance with Rental Officer Order #15567. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Rental arrears

The lease balance statement entered into evidence represents the Landlord's accounting of monthly assessed rent and payments received against the Respondent's rent account. All rents were subsidized and last assessed at \$365 per month. The last payment received against the rent account was recorded March 1, 2019, in the amount of \$200, followed on April 9, 2020, by a CRA remittance in the amount of \$110.75. The security deposit of \$502.18 was retained against the accumulated rental arrears.

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 \$4,513.25. Given Rental Officer Order #16475 remains enforceable, I deducted the value of that order of \$3,505 from the lease balance statement to arrive at an amount of rental arrears accumulated since the last Rental Officer order was issued in the amount of \$1,008.25. After deducting the security deposit, I find the Respondent liable for a remaining balance of rental arrears in the amount of \$506.07.

Repairs and cleaning

The Applicant provided the entry and exit inspections reports, work orders, invoices, and photographs in support of their claim for the following costs to effect repairs and cleaning:

Repair exterior door	\$204.99
Disposal of garbage and cleaning throughout	\$627.00
Replace two interior doors	\$312.17
Replace flooring tiles throughout	\$3,080.50
Replace electrical cover plates	\$17.69
Replace one interior door knob	\$28.50
Replace one closet rod	\$42.99
Replace one smoke/CO detector	\$101.49
Replace stove	\$538.99
Total	\$4,954.32

No concerns were identified with any of the claimed damages or uncleanness, and I am satisfied that the Tenant is responsible for all of them.

However, with respect to the costs claimed for replacing the flooring tiles and stove depreciation was not apparently taken into account. The Applicant's representative had no direct knowledge of the age of each of the items, nor did she have any information to confirm whether the costs claimed were actual costs for replacement. The Applicant was given an opportunity to find out when the floor tiles were installed and when the stove was purchased, as well as to provide any additional information she might be able to find in support of the claim. The Applicant confirmed by email subsequent to the hearing that the rental premises was built in 2011, implying all the contents and materials were purchased new at that time, and that the Respondent was the first person to occupy the premises. No additional information was provided.

I am satisfied that the floor tiles and stove were purchased new and installed in 2011. Given no information to the contrary, I am satisfied that the costs claimed to replace the floor tiles of \$3,080.50 and to replace the stove of \$538.99 represent the actual costs incurred by the Landlord. The average useful life of linoleum floor tiles is 10 years, while the average useful life of stoves is 15 years. The Landlord has benefitted from 80 percent of the useful life of the floor tiles and 53 percent of the useful life of the stove. Consequently, given the Tenant is responsible for the damages to those two items and the necessity that they be replaced before the end of their useful life, the Tenant is responsible for 20 percent of the costs to replace the floor tiles and 47 percent of the costs to replace the stove, amounting to \$616.10 and \$253.33 respectively.

Being satisfied that the Respondent is responsible for the claimed damages and uncleanness, I find the Respondent liable to the Applicant for the costs of repairs and cleaning as follows:

Repair exterior door	\$204.99
Disposal of garbage and cleaning throughout	\$627.00
Replace two interior doors	\$312.17
Replace flooring tiles throughout (depreciated)	\$616.10
Replace electrical cover plates	\$17.69
Replace one interior door knob	\$28.50
Replace one closet rod	\$42.99
Replace one smoke/CO detector	\$101.49
Replace stove (depreciated)	\$253.33
Total	\$2,204.26

Orders

An order will issue requiring the Respondent to pay rental arrears in the amount of \$506.07 (p. 41(4)(a)) and requiring the Respondent to pay costs of repairs and cleaning in the amount of \$2,204.26 (p. 42(3)(e), p. 45(4)(d)).

Adelle Guigon
Rental Officer