

IN THE MATTER between **NTHC**, Applicant, and **EG**, 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 **Hal Logsdon**, Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

EG

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 30, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant

Date of Decision: March 30, 2021

REASONS FOR DECISION

The Respondent was served with a notice of attendance sent by email and deemed delivered. The Respondent failed to appear at the hearing and the hearing was held in their absence.

The tenancy agreement between the parties was monthly and commenced on June 12, 2018. The premises are subsidized public housing. A check-in inspection was conducted and a check-in report completed and signed by both parties. A security deposit of \$1,625 was collected by the Applicant.

The tenancy agreement ended on September 22, 2020, when the Respondent vacated the premises. A check-out inspection report was completed but not signed by the Respondent. A statement of the security deposit was completed and sent to the Respondent

The Applicant provided into evidence an itemized list of damages and repair costs, and photographs of the premises. The total repair costs including administration costs and GST are noted as \$5,838.53. The Applicant also provided a lease balance statement in evidence showing all transactions since the commencement of the tenancy agreement. The lease balance statement indicates a balance of rent and repair costs as at February 2, 2021, in the amount of \$3,840.78.

The Applicant testified that a payment of \$50 had been made on February 8th and another payment of \$650.05 had been made on March 25th, bringing the balance owing to \$3,140.73. The Applicant sought relief in that amount.

After a review of the inspection reports, itemized costs, and photographic evidence, I find that the repairs were made necessary due to the negligence of the Respondent and not normal wear and tear with the exception of two items.

Front entrance door

The front entrance door is noted to be in good condition at the beginning of the tenancy. The check-out inspection notes that the doorknob is missing and there are dings on the interior side. The photographs of the door confirm the notation on the check-out inspection. The door appears to be a steel door and the interior has several small dents. The Applicant's itemized list of repairs and costs notes that the door knob requires installation (not replacement) and the door skin replaced. The cost is \$1,000.

To my knowledge, the metal skin cannot be replaced. A damaged steel door must be replaced. In my opinion, the damage to this door does not warrant replacement. The damage does not affect the utility of the door. It appears quite serviceable and not unduly unattractive but there is a loss of value for which the landlord should be compensated. In my opinion reasonable repair costs to replace the lockset and compensation for loss of value for the front entrance door total \$365.

Rear entrance door

The rear entrance door is noted to be in good condition at the beginning of the tenancy. The check-out inspection notes that the back door cannot open. The photographs do not show any apparent damage to the door or frame. The Applicant had no direct knowledge of the condition of the door. The Applicant's itemized list of damages and repairs notes, "Repair door (it does not open/close easily)". The cost is \$1,000. I am not satisfied from the evidence that the malfunction of the door was caused by the negligence of the Respondent. There are any number of issues that can affect the proper operation of an exterior door and I find no evidence here of misuse or damage. The repair cost is denied.

Recalculating the repair costs taking into account the reduced costs of the door repairs, adjusting the administrative cost and GST accordingly, and applying payments made since the application was filed, I find repair costs of \$2,450:

Subtotal of repair costs	\$3,420.00
Administration (10%)	342.00
GST (5%)	<u>188.10</u>
Adjusted repair costs	\$3,950.10
Payment Nov. 25, 2020	(50.00)
Payment Dec. 4, 2020	(50.00)
Payment Dec. 22, 2020	(50.00)
Payment Feb. 2, 2021	(650.05)
Payment Feb. 8, 2021	(50.00)
Payment Mar. 25, 2021	<u>(650.05)</u>
Total	<u><u>\$2,450.00</u></u>

Applying the retained security deposit first to the rent arrears, I find repair costs due to the Applicant in the amount of \$1,252.30 calculated as follows:

Security deposit	(\$1,625.00)
Interest	(1.75)
Repair costs	2,450.00
Rent arrears	<u>429.05</u>
Amount due Applicant	<u><u>\$1,252.30</u></u>

An order shall issue requiring the Respondent to pay the Applicant repair costs in the amount of \$1,252.30.

Hal Logsdon
Rental Officer