

IN THE MATTER between **NTHC**, Applicant, and **MS and RM**, 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-

**MS and RM**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** April 27, 2021

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

**Appearances at Hearing:** LM, representing the Applicant  
LN, representing the Applicant

**Date of Decision:** May 7, 2021

### **REASONS FOR DECISION**

An application to a rental officer made by NTHC as the Applicant/Landlord against MS and RM as the Respondents/Tenants was filed by the Rental Office January 14, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Kakisa, Northwest Territories. The filed application was served on the Respondent by email deemed received February 12, 2021, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The Applicant alleged the Respondents had accumulated rental arrears, had failed to fill the fuel oil tank at the end of the tenancy, 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, payment of the utilities arrears, and payment for costs of repairs and cleaning.

A hearing scheduled for March 9, 2021, was postponed at the Applicant's request. The hearing was re-scheduled and heard on April 27, 2021, by three-way teleconference. LM and LN appeared representing the Applicant. MS and RM were served notice of the re-scheduled hearing by email deemed received March 22, 2021. 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 between the parties under the Home Ownership Entry Level Program (HELP) for subsidized housing commencing April 9, 2015. The Respondents vacated the rental premises, ending the tenancy effective June 18, 2020. 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 rents and payments received against the Respondents' rent account. All rents had been subsidized under the HELP and assessed at \$375.

As of June 30, 2020, rental arrears had accumulated to \$4,750. A portion of the security deposit in the amount of \$182.56 was retained against the rental arrears and two additional payments of \$375 each were recorded against the rent account reducing the balance owing to \$3,817.44.

I am satisfied the lease balance statement accurately reflects the current status of the Respondents' rent account. I find the Respondents have an outstanding balance of rental arrears of \$3,817.44.

#### *Utilities*

Paragraph 12(c) of the written tenancy agreement specifies the Respondents' obligation to maintain all utilities to the rental premises, including fuel oil. The Applicant's representatives testified that the Respondents had failed to have the fuel oil tank refilled at the end of the tenancy, and an invoice was provided establishing that the fuel oil tank required 904.4 Litres of fuel oil.

I am satisfied the Respondents' failed to refill the fuel oil tank at the end of the tenancy. I find the Respondents liable to the Applicant for the costs of \$760.17 to refill the fuel tank.

#### *Repairs and cleaning*

The entry and exit inspections reports, a unit condition rating report, and photographs were provided in support of the following claims:

|  |                   |
|--|-------------------|
| Cleaning throughout interior                                 | \$2,350.00        |
| Removal and disposal of items, garbage, debris from exterior | \$1,000.00        |
| Replacement of stove   | \$800.00          |
| Replacement of fridge  | \$1,500.00        |
| Repair kitchen cabinets                                      | \$150.00          |
| Replace 4 window crank mechanism                             | \$600.00          |
| Replace kitchen ceiling fixture                              | \$200.00          |
| Repair holes in walls  | \$200.00          |
| Replace/repair 2 interior doors                              | \$500.00          |
| Repair bathroom taps   | \$15.00           |
| Replace bathtub drain  | \$100.00          |
| Replace toilet   | \$500.00          |
| Replace 1 exterior door knob                                 | \$75.00           |
| Cleaning ductwork  | \$800.00          |
| Replace hallway light fixture                                | \$150.00          |
| Repair exterior receptacle                                   | \$50.00           |
| <b>Total</b>   | <b>\$8,990.00</b> |

All except the following three items were made out as damages and uncleanliness for which the Respondents are responsible.

#### Stove

The costs of \$800 were claimed to replace the stove. The stove that was at the rental premises at the end of the tenancy was damaged beyond reasonable repair and required replacement. That stove was not the stove that was provided with the rental premises when the Respondents took occupancy. It appears that some time between January and June 2020 the Respondents replaced the original stove with another stove, without the Landlord's consent or knowledge.

The Applicant's representatives confirmed that the original stove was new when the rental premises was built in 2008. Regardless of whether the stove at the beginning of the tenancy or the stove at the end of the tenancy were the same stove, the Applicant benefitted from 12 years of useful life from the appliance. The average useful life of stoves is 15 years and, therefore, the Respondents are liable to the Applicant for 20 percent of the \$800 claimed to replace the stove, which amounts to \$160. Given the stove only needed to be replaced because the Respondents damaged it, I am prepared to grant the Applicant a further \$200 in compensation for the labour costs to remove and dispose of the damaged stove and install the replacement stove. I find the Respondents liable to the Applicant for costs of replacing the stove in the total amount of \$360.

#### Fridge

The costs of \$1,500 were claimed to replace the fridge. It was confirmed at hearing that the fridge was not replaced because it was damaged or non-functioning, but rather because it was extremely dirty. The Applicant's representative estimated that it would have taken at least a few hours to adequately clean and sanitize the fridge, so they felt it was more cost-effective to replace it.

While I am satisfied that the Respondents failed to clean the fridge, I am not satisfied that they damaged the fridge to any extent requiring its replacement. As such, I am not convinced it is fair to charge the Respondents for the replacement costs. In opinion the Respondents are only liable for the costs of cleaning the fridge, which it was estimated would take two cleaners approximately three hours at \$75 per hour to complete. I find the Respondents liable for costs to clean the fridge in the total amount of \$225.

#### Ductwork

The costs of \$800 were claimed to clean the ductwork in the rental premises. At hearing, the Applicant's representatives conceded that the duct cleaning constituted regular maintenance for which the Landlord is responsible. The claim of \$800 for duct cleaning was denied.

I am satisfied the Respondents are responsible for the referenced damages and uncleanliness. I find the Respondents liable to the Applicant for costs of repairs and cleaning in the total amount of \$6,475.

*Orders*

An order will issue requiring the Respondents to pay rental arrears and utilities arrears totalling \$4,577.61 and requiring the Respondents to pay costs of repairs in the total amount of \$6,475.

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Adelle Guigon  
Rental Officer