

IN THE MATTER between **NTHC**, Applicant, and **SS**, 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 **Janice Laycock**, Rental Officer,

BETWEEN:

**NTHC**

Applicant/Landlord

-and-

**SS**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 26, 2021

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

**Appearances at Hearing:** PS representing the Applicant  
SS, Respondent

**Date of Decision:** May 28, 2021

### **REASONS FOR DECISION**

An application to a rental officer made by the YHA on behalf of the NTHC as the Applicant/Landlord against SS as the Respondent/Tenant was filed by the Rental Office April 17, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the Respondent on May 5, 2021.

The Applicant claimed the Respondent was responsible for damages to the rental premises and cleaning. An order was sought for payment of the costs for repair of damages and cleaning.

A hearing was held by three-way teleconference on May 26, 2021. PS appeared representing the Applicant. SS, the Respondent, also appeared. At the hearing I reserved my decision in order to review the evidence and testimony and check the calculations.

#### *Previous orders*

Rental Officer Order #16971 issued July 17, 2020, ordered the Respondent :

- to comply with their obligation not to disturb other tenants possession or enjoyment of the rental premises and not breach that obligation again,
- to pay costs of repairs totalling \$1,287.50,
- termination of the tenancy agreement on October 31, 2020, unless at least \$600 is paid on the damages and no further disturbances verified as being caused by the Respondent or persons permitted in the rental premises;
- if the tenancy agreement is terminated, eviction on November 1, 2020.

#### *Tenancy agreement*

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing September 5, 2018, and continuing month to month.

At the hearing the Applicant testified that they were in the process of proceeding with the termination and eviction order under #16971 but decided to give the Respondent another chance. The tenancy was not terminated. I am satisfied that a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

### *Damages and cleaning*

According to the evidence and testimony of the Applicant, the Respondent moved from rental unit 2030 to rental unit 2001 on January 11, 2021. Since the last Rental Officer order was issued the Applicant had claimed costs for repair of damages that occurred in October 2020, as well as damages and cleaning required when they moved units in January 2021.

Evidence includes: the lease balance statement which represents the Applicant's accounting of charges for rent and repairs, as well as payments made; work orders and invoices for the earlier damages; photographs; entry and exit inspection reports; and an estimate of costs for repair of damages dated April 6, 2021, for damages identified after the move in January 2021.

### Unit 2030

Costs for repair of damages claimed October 23, 2020, include:

- Thermostat spring and cover broken - work order and invoice provided. At the hearing I asked about the amount claimed on the lease balance statement to repair the thermostat spring and broken cover. According to the lease balance statement the amount charged (including 10% admin fee and 5% GST) is \$104.92. However, according to invoice #119178 the total balance due was \$101.79.

The Applicant testified that there was an error in the invoice calculation with respect to the GST and the lease balance statement had been corrected to reflect the proper amount. On further review of the work order, invoice, and lease balance statement I found that although the work order includes a charge of \$45 for one hour of labour the amount charged on the invoice is \$60. Assuming the work order is correct I revised the charges accordingly:

\$45.00 labour

\$30.84 materials

\$75.84 subtotal

\$ 7.58 administrative fee 10%

\$ 4.17 GST

\$87.59

- Front door broken lock missing - work order and invoice provided. At the hearing I asked about the amount claimed on the lease balance statement to repair the front door and replace the missing lock. According to the lease balance statement the amount charged (including 10% admin fee and 5% GST) was \$135.12, however the amount on the invoice was \$129.34.

The Applicant testified that there was an error in the invoice calculation of the GST and the lease balance statement had been corrected to reflect the proper amount. I confirmed that there was an error in the invoice calculation and the correct calculation was \$135.12.

Based on the evidence and testimony I am satisfied that the Respondent is responsible for costs of repairs carried out in October 2020 totalling \$222.71.

\$ 87.59 to repair/replace damaged thermostat

\$135.12 to repair door and replace lock

**\$222.71**

#### Unit 2001

The Applicant also claimed a total of \$2,044.35 for costs related to damages and cleaning required after the tenant moved from unit 2030 to unit 2001 on January 11, 2021. According to their estimate dated April 6, 2021, prepared after the exit inspection, the Tenant owed for the following:

- \$450 - Cleaning including washing all walls and windows, removing stickers from walls and removing stains from the floor. The photographs support this charge and the Respondent did not dispute it.
- \$120 - Removing and disposing of items in the yard. The Applicant provided as evidence a copy of an email exchange with the Respondent asking for and getting permission to dispose of items left in the yard. At the hearing the Respondent agreed that they had given their permission.
- \$1,200 - Replace and install door skin. At the hearing the Applicant testified that this charge was to replace the door and not to install a new skin. The damages were supported by the exit inspection report and photographs. The Respondent testified that the damages had been caused by their brother when he was intoxicated and tried to get into the unit. The Respondent did not allow him entry and called the RCMP and reported it to the landlord. The Applicant testified and provided as evidence copies of complaints from other tenants in October 2020 and November 2018 attesting to yelling fighting and banging on the doors, and to partying, slamming, and kicking on doors. The Respondent testified that they were pregnant at the time of the latest complaint and were not drinking or partying. They reiterated their point that the damages were caused by those who were not allowed entry.

According to subsection 42(1) of the Act, "A tenant shall repair damage to the rental premises and the residential complex caused by the wilful or negligent conduct of the tenant or persons who are permitted on the premises by the tenant." In this case the damage shown in the photographs includes a number of dents in the exterior side of the door, consistent with someone banging on or kicking the door.

Although the Respondent has had complaints against them about disturbances as detailed in the previous Rental Officer order, this and the complaint from October 2020 are not in and of themselves proof that the Respondent was responsible for the damages to the exterior door. The Respondent testified at the hearing that they did not cause the damages and reported them to the RCMP. Based on the evidence and testimony I am not convinced that the Respondent is responsible for the damages to the door and deny the Applicant's claim of \$1,200 to replace the door.

- \$60 - Patch wall behind door (indent from door knob). The photographs and the inspection report support this charge and the Respondent did not dispute it. At the hearing I pointed out that this charge was not included in the total claimed. The Applicant testified that this was an error in calculation and should be included.
- \$60 - Replace and install window screen in bedroom #2. At the hearing I pointed out that this charge was not included in the total claimed. The Applicant testified that was an error in calculation. At the hearing the Respondent testified that there was no screen in this bedroom and the entry inspection supports this testimony. The Applicant provided as evidence a copy of a maintenance work order asking for permission to enter the rental unit on September 5, 2018, to install screens in all bedrooms. The Respondent testified that a screen was not provided in that room. The Applicant observed that there were screens in other rooms, as no charge had been made for missing screens in those bedrooms. As the Applicant's representative did not have direct knowledge, they were not able to testify to the actual installation of the screens. Considering the testimony of the Respondent, I am not satisfied that a screen was installed in bedroom #2. I deny the claim of \$60 to replace and install the screen.

At the hearing I commented that the inspection report, photographs, and estimate of repairs include a number of damages/repairs that weren't charged to the Respondent and asked for an explanation. The Applicant reported that the rental premises were due for renovations and the other repairs were being done as part of that work.

Based on the evidence and testimony I am satisfied that the Respondent is responsible for repairs and cleaning to unit 2030 as follows:

\$450.00	Cleaning
\$120.00	Removing items from the yard
<u>\$ 60.00</u>	Patch and paint
\$630.00	Subtotal
\$ 63.00	10% Administrative fee
<u>\$ 34.65</u>	5% GST
<u><u>\$727.65</u></u>	TOTAL

When the cost of repairs identified in October 2020 of \$222.71 are added to the cost of repairs and cleaning identified in April 2021 of \$727.65, I find that the total owing is **\$950.36**.

During the hearing the Respondent testified that they have made attempts to pay off their arrears and would continue to do so. This is verified by the lease balance statement provided as evidence by the Applicant. As of January 28, 2021, the Respondent had made payments against the costs of repairs totalling \$1,520. When the payments made are applied against the amount previously ordered of \$1,287.50 and the current costs from October 2020 and April 2021 of \$950.36, I find that the Respondent currently has a remaining balance owing for repairs and cleaning of \$717.86.

#### *Order*

An order will be issued requiring the Respondent to pay the Applicant for costs to repairs and cleaning in the amount of \$717.86 (p.42(3)(e) and p.45(4)(d)).

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Janice Laycock  
Rental Officer