

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

JS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 27, 2021, and July 29, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: JS, representing the Applicant July 27, 2021
PS, representing the Applicant July 29, 2021

JS, Respondent
GB, Integrated Case Management, for the Respondent

Date of Decision: August 10, 2021

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the Applicant/Landlord against JS as the Respondent/Tenant was filed by the Rental Office June 8, 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 June 23, 2021.

The Applicant alleged the Respondent 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 costs for repairs and cleaning.

A hearing was held on July 27, 2021, by three-way teleconference. JS appeared representing the Applicant. JS appeared as Respondent with GB from Integrated Case Management appearing on the Respondent's behalf. The hearing was adjourned to July 29, 2021, and was continued by three-way teleconference. PS appeared on that day representing the Applicant. JS and GB also appeared as scheduled.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing May 24, 2018, and ending when the Respondent returned the keys to the rental premises on March 3, 2021. I am satisfied a valid tenancy agreement was in place in accordance with the *Residential Tenancies Act* (the Act).

Repairs and cleaning

The entry inspection report dated May 24, 2018, and the exit inspection report dated March 8, 2021, were entered into evidence. Photographs of the rental premises taken during the exit inspection were also entered into evidence.

The Tenant was notified on March 8, 2021, by the Landlord that there would be a delay in producing a security deposit statement as estimates for repairs and cleaning were pending. A security deposit statement and damages statement were provided to the Tenant April 26, 2021. Significant errors were identified in the damages statement suggesting it was produced for a different rental premises. Corrected security deposit and damages statements were provided to the Tenant June 3, 2021.

The Applicant claimed costs for the following, against which a rent credit of \$72 and the security deposit of \$926.26 were retained:

Cleaning throughout	\$385.00
Replace front entrance door and jamb	\$1,200.00
Replace front entrance window screen	\$100.00
Patch and paint walls throughout	\$1,320.00
Replace front entrance closet door	\$350.00
Replace living room window blind frame	\$250.00
Replace living room window blind slats	\$100.00
Replace living room "bifold frame off from hinge in storage room - Damaged"	\$350.00
Replace living room transition strip	\$100.00
Replace radiator panel	\$100.00
Replace kitchen sink stopper	\$20.00
Replace light bulbs	\$40.00
Unplug toilet and sink	\$200.00
Replace toilet paper holder and towel rod	\$95.00
Repaint bathroom	\$330.00
Replace bathroom mirror	\$250.00
Replace bedroom window screen	\$100.00
Replace bedroom light globe hardware	\$110.00
Replace storage room closet door	\$350.00
Sub-total	\$5,750.00
10% Admin Fee	\$575.00
5% GST	\$316.25
Total	\$6,641.25
Less Rent Credit	\$72.00
Less Security Deposit	\$926.26
Remaining Balance	\$5,642.99

The claims for the front entrance window screen and the living room bifold door were withdrawn by the Applicant at the hearing.

Cleaning

The cleaning costs were supported by the exit inspection report and photographic evidence which establish the uncleanliness of the walls, cabinets, bathroom, fridge, and stove. The costs of \$385 claimed for cleaning are allowed.

Front entrance door

The entry inspection report identified the front door as being in good condition. The exit inspection report identified the front door as damaged, broken, and split. The photograph of the front door shows the side is split from just above the deadbolt latch to the door handle latch, and cracked from just above the door handle to below the door handle latch. The photographs also show the deadbolt latch receiver in the door frame is bent.

The Respondent testified that he had left town for a few days and when he came back he found the door was hard to open and it was cracked. He reported the damage to the Landlord, who produced a maintenance work order on October 5, 2020, for the building owner to repair the door, which the Respondent had described to the Landlord as “splitting and not latching”. The Applicant followed up on the work order October 15, 2020, and the building owner replied that they thought the door could just be repaired with a double door saver. The Applicant followed up with the building owner again on November 19, 2020, because the double door saver had not yet been installed. The building owner did not respond. The photographs do not show a double door saver having been installed on the door, which supports the supposition that the building owner never did get around to repairing the door.

The damages reflected in the photograph appear to be consistent with an attempted forced entry into the rental premises. The Respondent’s testimony that he found the door in that condition after he returned from travelling renders the damage as more likely being caused by someone other than the Tenant.

Subsection 42(1) of the Act holds the Tenant responsible for damages to the rental premises and residential complex that are caused by the wilful or negligent conduct of the Tenant or persons permitted on the premises by the Tenant. Clearly someone broke the door, but it is

not likely that the Tenant broke the door and the Tenant was not home at the time to have permitted anyone into the building who might have broken the door. As such, I am not satisfied the Respondent is responsible for the damages to the front door. The Applicant's claim for \$1,200 as costs to replace or repair the front door are denied.

Patch and paint walls throughout

The entry inspection report indicates that the walls and trim throughout the rental premises were good at the beginning of the tenancy. The exit inspection report indicates patches, nicks, and scuffs on the walls and trim in all the rooms except the storage room and closets. The damages statement claims \$330 to patch and paint the walls in each of four rooms: the front entrance, the dining/living area, the bathroom, and the master bedroom. The photographs show all the walls were dirty with grime, grease, and some scuff marks. However, cleaning the walls does not require patching and painting, and those cleaning costs are already included in the costs claimed for cleaning. A review of the photographs show four walls with actual gouges in them which would justify patching and painting. Those walls are located in the front entrance and the bathroom. The bathroom ceiling is also stained to the point that it likely would require repainting.

There are two areas of the walls in the photographs that appear to have small, barely discernable, concave sinkholes that have not broken the paint. They look like they could be holes that were previously repaired and that the filler has sunken into. I do not believe it is likely that these sinkholes were caused by anything the Respondent did.

I am not satisfied there are damages to the walls in the dining/living area and the master bedroom requiring patching and painting. The Applicant's claim of \$660 to patch and paint those two rooms is denied.

I am satisfied the damages to the walls in the front entrance and the walls and ceiling in the bathroom are the Respondent's responsibility. The Applicant's claim of \$660 to patch and paint those two rooms is allowed.

Front entrance closet door

The front entrance closet doors are a set of two bifold doors that hang on tracks. They are identified in the entry inspection report as being in good condition at the beginning of the tenancy. The exit inspection report identifies the closets as having nicks and scratches, being

off the hinge, and patched. The photographs of the front entrance closet doors does not show nicks and scratches, nor does it show a patched area. The photographs do show a good sized gouge in one of the panels of the same bifold door is shown with one end hanging off its track.

The damages statement references the closet door as “broken hinge” and claims \$350 apparently to repair the door. Extensive questions were raised to justify the amount claimed to replace the hardware and rehang the bifold door. The Applicant’s representative made further inquiries and testified that the claim was to replace the bifold door as it was damaged beyond repair. I asked for elaboration on how the bifold door was damaged beyond repair given the photographic evidence does not support that suggestion. No further explanation was provided.

While I am satisfied that the Respondent is responsible for the damages caused to the bifold door, I am not satisfied that the damages were so extensive as to justify the replacement of the door. That being said, when one considers the patching and painting that would have been required to repair the gouge in the bifold door in addition to the costs associated with replacing the track to rehang the bifold door, I am satisfied that the costs claimed of \$350 are reasonable. The costs claimed to repair the front entrance closet bifold door of \$350 are allowed.

Living room window blinds

The living room window is a sliding patio door with long vertical blinds. The entry inspection report identifies that the windows and screens were in good condition when the tenancy started. The exit inspection report identifies that five slats and the frame cover (valence) were missing. The photographs show that five slat holders were empty, with some of them broken, and that at least two of the slats were laying on the end of the patio door. The photographs also show that the valence is not on the frame, but it is in the storage closet.

The Respondent did not dispute removing the valence, and conceded that when he mentioned it to the Landlord’s staff he was cautioned to reinstall it before the end of his tenancy. The Respondent did dispute that the valence was broken and needed to be replaced, confirming that he just unhooked it from the frame, it wasn’t damaged, and it could just be reinstalled on the frame.

The Applicant claimed \$250 to replace the valence, which was referenced in the damages statement as missing. The valence was not missing. It was in the storage room. There is no evidence that it was damaged and there is no apparent reason the valence couldn't have been reinstalled on the frame. While I am satisfied that the Respondent is responsible for the reinstallation of the valence, I am not satisfied he is responsible for damaging the valence. The claim of \$250 is not reasonable as costs for reinstalling the valence. I am prepared to allow an estimated cost of \$50 to reinstall the valence.

The Respondent disputed his responsibility for the slats, claiming that the blinds were so dirty that they were too heavy for the holders and just fell off. I find this suggestion unlikely. The five slats in question were on the sliding door side of the window. It seems more likely that the slats came off the holders in the course of opening and using the patio door. I am satisfied the Respondent is responsible for damaging five vertical blind slats. The costs claimed to repair or replace those slats of \$100 are allowed.

Transition strip

There was no dispute regarding the Respondent's responsibility for the damages to the transition strip. The claim of \$100 to replace the transition strip is allowed.

Radiator panel

The entry inspection report did not identify any issues with the radiator in the living room. The exit inspection report identified that the left side of the radiator panel was hanging from the radiator and broken. The photographs corroborate the exit inspection report and show the holding strips on either end of the radiator panel are unhooked at the bottom and the radiator cover itself is hanging and slightly bent.

The Respondent disputed that he was responsible for the damage to the radiator cover, claiming that maintenance personnel had been repeatedly attending the premises to work on the radiator and that their efforts had left the panel damaged. The Respondent claimed the radiator panel just fell off. I find this scenario unlikely. The radiator panel does not look like it fell off, it looks like it may have been stepped on or otherwise put pressure on from above to push it out of the holders. It is improbable that maintenance personnel would cause or leave the radiator panel in such a condition.

I am satisfied the Respondent is responsible for the damages caused to the radiator panel. The costs of \$100 to replace the radiator cover are reasonable and allowed.

Sink stopper

The entry inspection report identifies the kitchen sink and stoppers were in good condition at the beginning of the tenancy. The exit inspection report indicates the stoppers were missing at the end of the tenancy.

The Respondent claimed he thought there was a black rubber sink stopper when he left the premises in mid-February. The Applicant's representative – who personally conducted the exit inspection – confirmed that there were not any stoppers.

I am satisfied on a balance of probabilities that the kitchen sink stoppers were not present at the exit inspection. I find the Respondent responsible for the replacement of the kitchen sink stoppers. The costs of \$20 to replace the sink stoppers is reasonable and allowed.

Light bulbs

There is no reference to the status of the bathroom light bulbs in the entry inspection report, but the exit inspection report identifies the four vanity light bulbs were burned out.

The Respondent claimed that the bulbs had been burned out since the beginning of his tenancy and he's just been using the overhead light in the bathroom. The Tenant is responsible for maintaining the ordinary cleanliness of the rental premises, and that includes replacement of light bulbs during the tenancy. It seems unlikely to me that the bulbs would have already been burned out when he moved in, and if they were it would have been documented in the entry inspection report.

I am satisfied the Respondent is responsible for the burned out light bulbs in the bathroom. The costs of \$40 to replace the light bulbs is reasonable and allowed.

Plugged toilet and sink

The entry inspection report indicates no issues with the bathroom toilet and sink at the beginning of the tenancy. The exit inspection report indicates only that the toilet and sink are dirty, there is no reference to them being plugged. The photograph of the toilet does not actually show the bowl of the toilet, and the photograph of the sink drain only shows that it is dirty.

I am not satisfied that the toilet and sink were plugged given there is no documentary evidence to suggest they were. The costs of \$200 claimed to unplug the toilet and sink are denied.

Toilet paper holder and towel rod

The entry inspection report makes no specific reference to the toilet paper holder and towel rack at the beginning of the tenancy, from which I can infer that they were in good condition. The exit inspection report indicates the toilet paper holder and towel rack were broken. The photographs show that one arm of the toilet paper holder was ripped out of the wall and there is no sign of the roller. The photographs show that while the base is still screwed to the wall, the arm and the rack are both missing. Neither of the missing items appear in the photographs provided.

The Respondent did not dispute the toilet paper holder, but he did say that the towel rack arm just fell off not long after he moved in and he claims to have reported it. The Applicant does not have a record of being notified of the towel rack arm falling off and therefore does not have a work order for its repair. The Respondent claims the arm and rack were still in the bathroom, just not attached to the wall.

Given the lack of evidence to support the Respondent's claim regarding the towel rack, I am satisfied the Respondent is responsible for its replacement. I am also satisfied the Respondent is responsible for the damages to the toilet paper holder. The costs of \$95 to replace the toilet paper holder and towel rack are allowed.

Bathroom mirror

The entry inspection report indicates the bathroom mirror was in good condition when the tenancy started. The exit inspection report indicates the bathroom mirror was broken at the end of the tenancy. The photographs show a large crack in the mirror.

The Respondent disputed that he was responsible for the crack in the mirror, claiming that he noticed the crack had started a few days after he moved in and that he notified the Landlord to ensure it was recorded on the entry inspection. The Applicant has no record of being notified of the crack in the mirror, and the entry inspection report was not amended. The Respondent had no evidence to support his claim that he reported the damage.

Given the lack of evidence from the Respondent, I am not satisfied the damage to the mirror was present at the beginning of the tenancy. As such, I find the Respondent responsible for the damage to the mirror. The costs of \$250 claimed to replace the bathroom mirror are allowed.

Window screen

The entry inspection report indicates the master bedroom window screen was bent, but present, at the beginning of the tenancy. The exit inspection report indicates the master bedroom window screen was missing at the end of the tenancy. The photographs show only a small portion of the window and are inconclusive with respect to whether or not the screen is there.

The Respondent claimed that the screen had never been repaired but was in the window when he left the premises. The Applicant's representative – who personally conducted the exit inspection – confirmed at hearing that the window screen was not in the window when he did the inspection. What happened to the screen remains debatable, but it remains the Respondent's responsibility to ensure the screen is present at the end of the tenancy.

I am not satisfied the window screen was present at the rental premises at the end of the tenancy. As such, I find the Respondent responsible for its replacement. The costs of \$100 claimed to replace the master bedroom screen are allowed.

Bedroom light fixture

The entry inspection report indicates the electrical fixtures in the master bedroom were in good condition at the beginning of the tenancy. The exit inspection report indicates the light fixture globe was found in the closet and the light fixture base is broken. Photographs were provided showing the globe in the closet without the screws or hardware to hold it in place in the ceiling, and they showed the base in the ceiling itself.

The Respondent claimed that the globe has always been in the closet and had never been installed during his tenancy, and that there was only one light bulb in the base since the beginning of the tenancy. It seems more likely than not that the condition of the master bedroom light fixture would have been documented on the entry inspection report if it was not in fact properly installed at that time.

While I am not satisfied the globe and base were in a state of disrepair when the tenancy started. As such, I am satisfied the Respondent is responsible for the master bedroom light fixture. I am also satisfied that the replacement costs claimed of \$110 are reasonable and they are allowed.

Storage room door

The entry inspection report makes no specific reference to the storage room or the storage room door, from which I can infer that both were in good condition when the tenancy started. The exit inspection report indicates the storage room door is off its hinges and leaning against the wall. The photographs corroborate the exit inspection report, showing the door had been removed from the hinges, which remained attached to the door frame, and the door was leaning against the wall inside the storage room.

The Respondent admitted that he did remove the door from the hinges so that he could install a shelving unit in the storage room. He notified the Landlord that he had done so, and was told that it would be fine as long as he made sure to reinstall the door before the end of the tenancy. The Respondent acknowledges that he did not in fact do that. The Respondent further clarified that he did not rip the door off the hinges and that he simply used a screw driver to unscrew the door from the hinges.

The damages statement is claiming \$350 to replace the storage room door. The Applicant's maintenance personnel claim that the door could not be rehung on the existing hardware because the remaining screw holes in the door were too large, and that the holes could not be repaired. Therefore the door itself had to be replaced entirely. The Respondent disputed that this was necessary, claiming that he did not strip the holes in the door and that it could have been repaired and rehung.

I am not an expert carpenter by any means, but a search of reputable sites on the Internet consistently offers at least two repair options for rehanging an interior hollow core door. Whether either of those options would have worked in this case is less the concern than the fact that neither option was either considered or attempted. Other than the door being taken off the hinges there were no other damages to it.

While I am satisfied the Respondent is responsible for removing the door and therefore should be held responsible for the costs to reinstall the door, I am not satisfied the door was irreparably damaged and therefore I am not satisfied the Respondent is responsible for replacing the door. The claimed costs of \$350 are unreasonable for rehanging the door. I am prepared to allow half of the claimed costs as compensation for repairing and rehanging the storage room door in the amount of \$175.

Summary

The allowed claims for costs of repairs and cleaning are as follows:

Cleaning throughout	\$385.00
Patch and paint walls throughout	\$660.00
Replace front entrance closet door	\$350.00
Replace living room window blind frame	\$50.00
Replace living room window blind slats	\$100.00
Replace living room transition strip	\$100.00
Replace radiator panel	\$100.00
Replace kitchen sink stopper	\$20.00
Replace light bulbs	\$40.00
Replace toilet paper holder and towel rod	\$95.00
Replace bathroom mirror	\$250.00
Replace bedroom window screen	\$100.00
Replace bedroom light globe hardware	\$110.00
Replace storage room closet door	\$175.00
Sub-total	\$2,535.00
10% Admin Fee	\$253.50
5% GST	\$139.43
Total	\$2,927.93
Less Rent Credit	\$72.00
Less Security Deposit	\$926.26
Remaining Balance	<u>\$1,929.67</u>

Order

An order will issue requiring the Respondent to pay costs of repairs and cleaning in the amount of \$1,929.67.

Adelle Guigon
Rental Officer