

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

MS

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 20, 2021
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	PS, representing the Applicant MS, Respondent
<u>Date of Decision:</u>	November 8, 2021

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the Applicant/Landlord against MS as the Respondent/Tenant was filed by the Rental Office September 16, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondent by registered mail signed for September 27, 2021.

The Applicant alleged the Respondent had accumulated rental arrears and had caused damages to the rental premises. An order was sought for payment of the rental arrears and payment for the costs of repairs.

A hearing was held October 20, 2021, by three-way teleconference. PS appeared representing the Applicant. MS appeared as Respondent. A decision was reserved pending receipt and review of supplementary evidence by all parties.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing August 21, 2020, and ending August 19, 2021. I am satisfied a valid tenancy agreement was in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The lease balance statement entered into evidence represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. All rents were subsidized and last assessed at \$610 per month, with the rent for August 2021 prorated to \$374. The Applicant retained the security deposit of \$1,625.34 against the August rent, leaving a security deposit credit of \$1,251.34.

The Respondent did not dispute that the August rent was outstanding and accepted the retention of the security deposit against those arrears.

Damages

The entry and exit inspection reports, photographs taken during the entry and exit inspections, emails between the Applicant and the building owner regarding the status of repairs, and an invoice for the costs of repairs were provided in support of the following claims against the Respondent:

Reinstalling one bi-fold closet door	\$60.00
Removing stickers, patching, and painting five walls	\$1,650.00
Replacing two door stoppers	\$20.00
Replacing two bedroom window blinds	\$300.00
Sub-total	\$2,030.00
10% Admin Fee	\$203.00
5% GST	\$111.65
Total	\$2,344.65
Less security deposit credit	\$1,251.34
Remaining balance owing	<u>\$1,093.31</u>

The Respondent did not dispute the claims for reinstalling the closet door or replacing the door stoppers.

Patching and painting walls

The Respondent did not dispute that there were stickers that had to be removed from the walls and that there may be related patching resulting from that, but she did dispute her liability for painting those walls and questioned the costs claimed. The stickers in question were decorative and covered large areas of three walls in the living room and one wall in each of the two bedrooms. The strength of the adhesive used to make the stickers stick to the walls is evidenced in one of the photographs where a few of the stickers were removed leaving damages to the wall in the footprint of each sticker. Were it not for these damages the walls would not have required painting to return them to their original condition.

The Respondent referenced the move-out check list provided to her by the Landlord as only requiring that “wall patching must be of professional quality” and saying nothing of being responsible for painting. The check list is just a reminder of the items a Tenant must take care of when moving out, and it is not exhaustive. The Respondent’s inference as to the extent of repairs required to remedy damages for which she is responsible is incomplete.

Subsection 42(1) of the Act holds the Respondent responsible for repairing damages caused by their wilful or negligent conduct. I am satisfied that the Respondent is responsible for installing adhesive stickers to five walls which caused damages when removed requiring patching and painting to repair. I am satisfied the costs claimed to effect those repairs is reasonable.

Replacing window blinds

The Respondent did not dispute that she had removed the vertical blinds that were provided in the two bedrooms and replaced them with horizontal blinds. She did dispute her liability for replacing the blinds given that the replacement has not as yet actually been done by the building owner.

The entry inspection identifies that one set of vertical blinds was missing two slats and the other set was missing one slat. The photographs taken during the entry inspection show the vertical blinds as missing the referenced slats but otherwise in apparently good and operational condition.

The Respondent testified that she had reminded the Landlord that the slats needed to be replaced, but when they were not forthcoming she took her own actions to remove the entire vertical blind assemblies and replace them with horizontal blinds that she purchased and installed herself. The Respondent claimed that the vertical blinds did not sufficiently darken the rooms and did not sufficiently ensure privacy from outside observation. The Respondent did not notify the Landlord that she had replaced the blinds, nor did she make a claim for the Landlord to compensate her or expect compensation.

The horizontal blinds that were installed appear to be store bought and do not properly fit the windows they have been installed into. One horizontal blind installed in one bedroom window does not fill the entire window frame, leaving several inches of space on either side. Two horizontal blinds installed in the second bedroom window fit very tightly together to cover the entire window frame. Neither the horizontal blinds nor their installations were necessary or approved of by either the Applicant or the building owner, nor are the horizontal blinds properly fitted to the windows. The original vertical blinds remained stored in one of the closets, apparently undamaged other than the pre-existing missing slats. The Applicant's claim of \$300 is for the estimated costs of labour to uninstall the horizontal blinds and re-install the vertical blinds.

Although the building owner had not in fact re-installed the vertical blinds as of the hearing date, they also had not yet re-rented the premises to new tenants. It is unlikely that they will re-rent the premises without replacing the horizontal blinds given they do not properly fit the windows. Regardless, the unauthorized replacement of the blinds and the improper fit of them constitute damage for which the Respondent is responsible.

I am satisfied the Respondent's removal and replacement of the bedroom window blinds was unauthorized and caused damage to the rental premises. I am satisfied the Landlord's claim for costs of removal and re-installation of the blinds is reasonable.

I find the Respondent liable to the Applicant for costs of repairs in the amount of \$2,344.65, including a 10 percent administration fee and 5 percent GST. After deducting the security deposit credit of \$1,251.34, the remaining balance owing for costs of repairs is \$1,093.31.

Order

An order will issue requiring the Respondent to pay the remaining balance of costs for repairs in the amount of \$1,093.31.

Adelle Guigon
Rental Officer