

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

**RL**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 26, 2022

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

**Appearances at Hearing:** MU, representing the Applicant  
Dean McKay, witness for the Applicant  
RL, the Respondent

**Date of Decision:** January 26, 2022

### **REASONS FOR DECISION**

An application to a rental officer made by FRHA on behalf of the NTHC as the Applicant/Landlord against RL as the Respondent/Tenant was filed by the Rental Office December 22, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Resolution, Northwest Territories. The filed application was served on the Respondent by registered mail signed for January 14, 2022.

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

A hearing was held January 26, 2022, by three-way teleconference. MU appeared representing the Applicant, with Dean McKay, Foreman, appearing as a witness for the Applicant. RL appeared as Respondent.

#### *Tenancy agreement*

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing December 10, 2015. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

#### *Damages*

The parties agreed that on November 11, 2021, the Respondent accidentally caused a fire in the kitchen garbage bin. The Respondent reported the incident to the Applicant right after he successfully suppressed the fire.

The fire caused significant damage to the flooring and baseboards directly below and in the immediate area of the bin, and extensive smoke damage to the walls and ceiling. The Applicant submitted photographs, work orders, and an invoice in support of their claim for costs of cleaning and repairs.

One work order was for the costs to repair the damaged flooring, which was work completed by in-house maintenance personnel at a cost of \$406.90. The Respondent did not dispute this claim, accepting responsibility for the claimed costs.

The invoice was from the local band who completed the cleaning and painting of the walls for a total amount of \$5,238.10. In two work orders, that value was broken down by the Applicant as \$1,400 for washing the walls and \$3,838.10 for painting the walls.

The Respondent did not dispute his liability for the costs to wash and paint the walls. He did, however, question whether he should be liable for the total amount claimed. The Respondent explained that the painters did not stay the first day after the cleaner completed her work, and they gave him no indication of when they might be returning. To expedite the repairs, the Respondent took it upon himself to start priming the walls and had completed three-quarters of that work before the painters returned to complete the job. The Applicant's Foreman testified confirming that Respondent's claim, and acknowledged the Respondent's work priming three-quarters of the walls was well done.

The local band's invoice does not provide details as to how much priming and how much painting they charged for. On the presumption that the local band claimed those costs for both priming and painting all the walls, given three-quarters of the walls were already adequately primed by the Respondent it would not be fair to expect the Respondent to pay for that priming to be done again. The Respondent's efforts in this case did not cause any further damage; rather the Respondent accepted his responsibility to effect repairs to damages that he did cause, and did a good job.

The local band's invoice listed a single line item of \$5,238.10 for the cleaning, priming, and painting of the affected walls. Given the invoice does not provide further detail or division of costs, it seemed reasonable to me to account for a deduction for the priming the Respondent completed as follows, which in effect deducts three-eighths of three-quarters of the total invoiced amount:

Cleaning costs (1/4 of total)	\$1,309.53
Priming 1/4 of the walls	\$491.08
Painting all the walls	\$1,964.30
Total	\$3,764.91

I am satisfied the Respondent is responsible for causing the damages to the rental premises. I find the Respondent liable to the Applicant for the costs of repairing the floor in the amount of \$406.90 and for the costs of cleaning and painting the walls in the amount of \$3,764.91, for a total amount of \$4,171.81.

*Order*

An order will issue requiring the Respondent to pay costs of repairs in the amount of \$4,171.81

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Adelle Guigon  
Rental Officer