

IN THE MATTER between **RLM**, Applicant, and **MYE**, 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:

RLM

Applicant/Landlord

-and-

MYE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 30, 2022

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: RLM, the Applicant

Date of Decision: April 18, 2022

REASONS FOR DECISION

An application to a rental officer made by RLM as the Applicant/Landlord against MYE as the Respondent/Tenant was filed by the Rental Office December 20, 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 on December 23, 2021.

The Applicant claimed the Respondent was causing damages to the rental premises, had pets that were not allowed and were causing a disturbance, and had accumulated rental arrears. An order was sought for payment of costs to repair the damages, payment of rental arrears, termination of the tenancy agreement, and eviction.

A hearing was held on January 19, 2022 by three-way teleconference. RLM appeared as the Applicant with their mother JS appearing as their representative. MYE appeared as the Respondent. At this hearing the parties agreed to terminate the tenancy agreement on January 31, 2022. I ordered the payment of rental arrears in the amount of \$4,200 and adjourned the consideration of the remaining issues to a later date.

The hearing resumed on March 30, 2022, by three-way teleconference. RLM appeared as the Applicant. The Respondent received notice of the resumption of the hearing by email deemed served on March 6, 2022. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent failed to appear after receiving sufficient notice, the hearing proceeded in their absence under subsection 80(2) of the *Residential Tenancies Act* (the Act).

At the resumption of the hearing the Applicant claimed the Respondent had not vacated the rental premises until February 7, 2022, and that at the end of their tenancy they were responsible for expenses related to the repair of damages and cleaning, as well as unpaid utilities.

Tenancy agreement

At the earlier hearing, evidence was provided establishing a tenancy agreement between the parties for the period from October 31, 2019, to October 31, 2020. Under subsection 49(1) of the Act, the tenancy agreement continued as a monthly tenancy. The Applicant testified the parties had agreed to terminate the tenancy agreement on January 31, 2022, and the Respondent confirmed this.

When the hearing resumed the Applicant testified the Tenant did not vacate the rental premises until February 7, 2022. I am satisfied that a valid tenancy agreement was in place in accordance with the Act and the tenancy terminated on February 7, 2022, when the Respondent vacated the rental premises.

Rental arrears

At the previous hearing there was agreement between the parties that the rent was currently \$2,100 per month and the Respondent owed \$4,200 in rental arrears to the end of January 2022. Rental Office Order #17449 ordered payment of the arrears owing.

When the hearing resumed the Applicant testified the Respondent did not actually move out of the rental premises on January 31, 2022, as agreed at the previous hearing. The Respondent sought and received agreement from the Applicant to extend the tenancy agreement for one week to February 7, 2022, and to pay rent of \$500 for that period. According to the Applicant the Respondent did not pay the agreed rent for that period.

Based on the testimony of the Applicant I find the Respondent owes \$500 for February's rent. As no security deposit was paid, I will order the Respondent to pay the full \$500.

Damages

Prior to the resumption of the hearing the Applicant provided to the Rental Office and the Respondent partial copies of the entry and exit inspection report, photographs of some of the damages claimed and an estimate for repairs from Aaron Ermantrout, All Around Carpentry Services.

The exit inspection is dated February 7, 2022, and according to the Applicant, the Respondent participated in the inspection and had agreed to come back and sign the report on February 8, 2022, and collect the rest of their belongings including a large boat that is parked in the yard. The Respondent did not return nor have they responded to the Applicant's attempts to contact them. A copy of the inspection report was sent to the Respondent on February 22, 2022.

At the hearing the Applicant testified they were trying to sell the property and the repairs had been carried out based on the estimate. They charged only for damages, not for items that were just wear and tear. The Applicant claimed the Respondent was responsible for expenses related to repair of the following damages totalling \$3,400:

- \$1,050 - replace flooring in front entry, kitchen/living room, hallway and closet, including removing and reinstalling base board and transition strips

The entry and exit inspection reports document a minor tear in flooring in the entrance at move in and major damage of the entrance floor at move out. The kitchen and living room floors were good at move in but damaged at move out. The closet floor in the 2nd bedroom was good at move in but damaged when the exit inspection took place.

The photographs provided as evidence show damages to the entry and kitchen/living room floors. There is no photo documenting damage to the closet door. They testified the flooring in the rental unit had last been replaced in 2015 and, aside from the minor damage to the entry flooring, the floors had all been in good condition. This is consistent with the entry inspection.

Based on the evidence and testimony of the Applicant I believe that the flooring was damaged and required replacing in the entrance, kitchen/living room, hallway and closet. The useful life of linoleum is about 10 years, so the flooring could have lasted until at least 2025, about 4 more years. I find the depreciated value of the flooring would be \$420 calculated as follows: - \$1,050 /10 years = \$105 x 4 years = \$420.

- \$1,450 - replace and paint 4 interior doors and repair bathroom vanity

According to the entry and exit inspection reports: the balcony door was freshly painted at move in and required painting at move out; the entry closet door was good at move in and is described as "ripped off" at the end of the tenancy; the master, 2nd, and 3rd bedroom doors were good at move in and were documented as having holes in them in the exit inspection report; and the door on the bathroom vanity was loose at move in and was off when the exit inspection was done. The photographs show the master bedroom door with damages.

Based on the evidence provided in the inspection reports, and the testimony of the Applicant, I believe that 4 interior doors were damaged and required replacing or, in the case of the bathroom cabinet, fixing. I believe the claim for this work is reasonable. My research has shown that interior doors typically costs about \$230 each. I find the Respondent owes costs related to repairing or replacing and painting four interior doors totalling \$1,450.

- \$120 - repair drywall cracks and hole, tape and mud, prime and paint

The inspection reports indicated that the walls and ceiling were in good condition at move in and that there was a hole in the living room ceiling and some marks on the walls. The photographs support the report. I believe the claim for this work is reasonable and I find the Respondent owes costs related to the drywall repair totalling \$120.

- \$180 - replace tiles on fire place

According to the exit inspection report there were small damages around the fireplace. At the hearing the Applicant testified some of the tiles in the hearth for the fireplace needed replacing because they were broken or missing. There are no photographs documenting these damages.

Based on the inspection report and the testimony of the Applicant I am satisfied that work was required to repair the hearth and I find the charges reasonable. I find the Respondent owes costs related to replacing the tiles totalling \$180.

- \$50 - replace silicone around bathtub

Aside from reporting the bathroom was dirty the inspection report does not mention the condition of the silicone. At the hearing the Applicant reported the silicone was black and mouldy and needed replacing. I am not convinced that this is damage by the Respondent and rather than a maintenance issue. This claim is denied.

- \$50 - clean tiles in bathroom

As previously mentioned the exit inspection report indicates that the bathroom was dirty. I believe that this claim is reasonable and I find the Respondent owes \$50 for cleaning the bathroom.

- \$500 - labour 5 hours at \$100 per hour for work related to the above

At the hearing I asked the Applicant to explain this charge. They testified the previous charges were mainly for materials and this was for further labour to carry out the repairs and only included labour for the repair of damages directly caused by the Tenant and not for repairs related to wear and tear.

Based on the information provided it is difficult to assign labour costs to the work described earlier, and obviously some charges such as cleaning the bathroom tiles are mainly for labour. However, considering the work carried out and the cost of buying flooring and doors, I believe a further charge of 5 hours for labour is reasonable and have broken it down as follows:

- \$80 - depreciated value to replace flooring - 2 hours
- \$200 - replace doors - 2 hours
- \$100 - other items - drywall repair, repair hearth - 1 hour

I find the Respondent owes an additional amount of \$380 for labour related to repair of damages.

At the hearing I reserved my decision pending receipt of a full copy of the entry and exit inspection reports. The copy initially provided to the Rental Office included only every second page. A full copy was provided to the Rental Office and the Respondent on March 31, 2022.

Based on the evidence and testimony I find the Respondent is responsible for costs of repairing damages totalling \$2,600.

Additional obligations - utilities

Under section 7 of the tenancy agreement, the Tenant was “responsible for arrangement and payment of all utility and other services for the premises, (with the exception of Northlands local improvement charge \$283) which will be paid for by Landlord.” The Applicant claimed at the end of their tenancy the Respondent had an outstanding bill with the City of Yellowknife which was now the Applicant’s responsibility, and provided as evidence a copy of the City of Yellowknife utility bill detailing the outstanding balance owing totalling \$694.80.

Based on the evidence and testimony I find the Respondent has outstanding arrears for utilities and owes the Applicant compensation totalling \$694.80.

Abandoned property

The Applicant reported the Respondent had abandoned property when they vacated the rental premises including leaving food in the fridge, some possessions in the shed, as well as a motor boat that had been left in the yard. They testified that they had received a quote of \$500 to remove the boat to the dump and asked if they could apply for compensation from the Respondent to cover this cost.

I pointed out that under section 64 of the Act, unless the Landlord and Tenant have made a specific agreement for the storage of the property (subsection 64(1)), or the property is believed to be unsanitary, unsafe or worthless (subsection 64(2)), the Landlord has a responsibility to give the Rental Officer an inventory of the property (subsection 64(3)) and the Rental Officer could provide direction on the disposition of the property (subsection 64(4)).

I suggested the Applicant review the relevant sections of the Act relating to abandoned personal property and act accordingly.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears totalling \$500 (p. 41(4)(a));
- requiring the Respondent to pay costs for repairs of damages totalling \$2,600 (p. 42(3)(e)); and
- requiring the Respondent to compensate the Landlord unpaid utilities totalling \$694.80 (p. 45(4)(c)).

Janice Laycock
Rental Officer