

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

**DH**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 2, 2022

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

**Appearances at Hearing:** PS, representing the Applicant  
KW, witness for the Applicant

**Date of Decision:** April 21, 2022

### **REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of the NTHC as the Applicant/Landlord against DH as the Respondent/Tenant was filed by the Rental Office January 27, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was sent to the Respondent by registered mail deemed served February 21, 2022, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

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 March 2, 2022, by three-way teleconference. PS appeared representing the Applicant with KW appearing as a witness for the Applicant. DH was sent notice of the hearing by registered mail deemed served February 21, 2022. The Respondent's phone number provided in the application is no longer in service and no email address was provided for the Respondent. The Respondent did not appear at the hearing, nor did anyone appear on the Respondent's behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the Act.

#### *Tenancy agreement*

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing May 1, 2015. The tenant vacated the rental premises, ending the tenancy June 30, 2021. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

#### *Repairs and cleaning*

The Applicant provided the entry and exit inspection reports completed May 28, 2015, and June 30, 2021, respectively. The Applicant also provided several photographs of the rental premises taken June 30, 2021, and August 27, 2021. A statement of tenant damages was provided detailing the items being claimed and their associated estimated costs to repair, replace, and/or clean. An estimate for the required work was also provided from Wilfs Restoration as the primary contractor, and an invoice for the supply and installation of the unit door, living room window, and sliding patio doors was provided by Diamond Glass who was subcontracted by Wilfs Restoration for that portion of the work.

The evidence showed a premises that the Respondent had not only failed to maintain the ordinary cleanliness of but also that the Respondent took liberties with the premises including: building extra walls, arches, and extensions; drawing and painting extensive art and graffiti on the walls; and applying textured faux brickwork to several walls. There were other damages as detailed in the following table. The only items for which I required clarification were with respect to the replacement of the unit door, the replacement of the sliding patio doors, and the costs claimed for repairing the kitchen cupboards.

#### Unit door

The entry inspection report appeared to have a faded, unintelligible note regarding the main unit door which made me wonder if there was pre-existing damage when the Respondent moved in. The Witness explained that even if there had been pre-existing damage it was negligible compared to further more substantive damages that had occurred during the tenancy, including the most recent incident involving the Respondent's girlfriend kicking the door in. The photographs appear to support the claimed damages to the unit door justifying its replacement. Given the unit door is a steel, fire-rated door, I am satisfied the costs claimed represent the actual costs to replace the door which would not have been necessary had the Respondent or his guests not damaged it. The full amount of \$3,029 claimed for the replacement of the unit door is allowed.

#### Sliding patio doors

The sliding patio doors, in particular the frames, had been significantly damaged by the unexplained application by the Respondent of red tuck tape. The Witness explained that this type of tuck tape causes more harm than help because it is essentially impossible to remove and deeply stains what it is applied to. The only remedy to the use of the tuck tape on the sliding patio doors is to replace them.

The Applicant confirmed after the hearing that all the windows and sliding patio doors in the complex had been replaced in 2015. Sliding patio doors have an average useful life of 30 years, which means that the Landlord in this case has only benefited from 20 percent of the useful life of the sliding patio doors. Because the Respondent's actions damaged the sliding patio doors to such an extent that they required replacement, I am satisfied the Respondent is liable for 80 percent of the replacement costs. The Diamond Glass invoice provided for the supply and installation of the sliding patio doors amounted to \$6,980. I find the Respondent liable to the Applicant for the depreciated costs to replace the sliding patio doors in the amount of \$5,584.

### Kitchen cupboards

The exit inspection report and photographs show damages to a cupboard door, damages to three drawer fronts, and damages caused by the inexplicable attachment of a board to the side of the cupboard. The Witness explained that the resulting damages required the replacement of the entire set of kitchen cabinets, but that the amount claimed for materials and labour was proportional to the areas that the Respondent is specifically responsible for damaging.

I am satisfied the Respondent is responsible for damaging the kitchen cupboards and that the amount claimed by the Applicant for the costs to repair those damages is reasonable. I find the Respondent liable to the Applicant for the costs of repairs to the kitchen cupboards in the amount of \$5,241.76.

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

Description	Amount
Repair and restoration of walls and trim throughout	\$3,886.12
Cleaning throughout	\$1,948.72
Patching, sealing, and painting walls throughout	\$10,368.60
Replace front door, patio door, and dining room window	\$9,165.00
Replace switch covers	\$148.48
Replace kitchen cupboards (prorated)	\$5,241.76
Replace light fixtures	\$242.72
Replace sink stoppers	\$148.48
Replace oven light bulb	\$74.24
Replace light bulbs	\$84.24
Replace and install 2 window screens	\$235.60
Repair 2 window frames	\$391.20
Replace 20 window blind slats and 1 handle	\$749.68
Replace 2 interior doors	\$1,013.92
Replace bathroom mirror cabinet	\$456.96
Replace toilet seat cover	\$178.48
Labour to unplug toilet	\$128.48
Re-attach towel rack	\$74.24

Sub-total	\$34,536.92
10% Admin Fees	\$3,453.69
5% GST	\$1,899.53
<b>Total</b>	<b>\$39,890.14</b>
Less Rent Credit	\$47.36
Less Security Deposit	\$927.41
<b>Remaining Balance of Arrears</b>	<b><u>\$38,915.37</u></b>

*Order*

An order will issue requiring the Respondent to pay costs of repairs and cleaning in the amount of \$38,915.37.

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Adelle Guigon  
Rental Officer