

IN THE MATTER between **NTHC**, Applicant, and **SS**, 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:

**NTHC**

Applicant/Landlord

-and-

**SS**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>March 23, 2022</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>MB, representing the Applicant</b>
<b><u>Date of Decision:</u></b>	<b>April 29,2022</b>

### **REASONS FOR DECISION**

An application to a rental officer made by the FPHA on behalf of the NTHC as the Applicant/Landlord against SS 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 Fort Providence, Northwest Territories. The filed application was served on the Respondent by registered mail on February 17, 2022.

The Applicant claimed the Respondent had rental arrears at the end of their tenancy and was responsible for tenant damages. An order was sought for payment of rental arrears and payment of costs to repair tenant damages.

A hearing scheduled for January 19, 2022 was cancelled because proof of service was not provided by the Applicant to the Rental Office. Another hearing was scheduled for March 23, 2022 by three way teleconference. MB appeared representing the Applicant. The Respondent was provided notice of the hearing by registered mail on March 2, 2022. The Respondent did not appear at the hearing, nor did anyone appear on their behalf. The hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

At the hearing, I reserved my decision on the claim for payment of expenses related to tenant damages pending receipt of further information from the Applicant. I made a decision based on the evidence and testimony related to the claim for payment of rental arrears and an order was issued.

The Applicant provided partial information on April 14, 2022, but was not able to provide further information requested to support their claim for tenant damages. On April 28, 2022, I made my decision based on the information provided.

#### *Tenancy Agreement*

Evidence was provided at the hearing establishing a tenancy agreement for subsidized public housing for the period March 1, 2019 to June 30, 2021 and then continuing month to month. The Applicant testified that they became aware that the Respondent had abandoned the rental premises on July 22, 2021, when the Landlord was notified that the Respondent was not returning and their possessions were being removed from the rental premises.

I am satisfied that a valid tenancy agreement was in place and the tenancy agreement was terminated on July 22, 2021.

### *Tenant damages*

The Applicant claimed the following costs associated with repair of tenant damages:

- \$49.47 - April 9, 2021, charge on lease balance sheet to replace deadbolt on exterior door referencing WO #826926. At the hearing, the Applicant did not have any knowledge of this charge, I asked for a copy of the Work Order and evidence to support this claim. On April 14, 2022, the Applicant provided a copy of the invoice and work order for this work, but was not able to explain why the Respondent was being charged. The work order says “replace deadbolt, exterior door to be replaced at a later date”. I assume the door was damaged, but in the absence of any evidence that it was the Respondent or someone they allowed onto the rental premises that did the damage, I deny this charge.
- \$7,085.53 - Work Order #2196982 and Invoice #387664 - work after the Respondent vacated the rental premises in July 2021. The Applicant provided as evidence a copy of the entry inspection report dated March 1, 2019, the exit inspection report dated July 22, 2021, and a copy of the work order and invoice for labour and materials to repair damages after the Respondent vacated the rental premises.

The request on the work order is for “Interior Painting” includes a list of materials totalling \$1,081.04 and labour of 163 hours totalling \$5667.08 = \$6,748.12 + GST \$337.41 = \$7,085.53. The materials and labour are not broken down by task, nor is there any list of the work required or completed. Further, some of the materials are consistent with the inspection report, however, others are not. At the hearing, I asked for a breakdown of the material and labour by the work completed. The Applicant was not able to provide this information, including when the rental premises were last painted.

I reviewed the labour and materials claimed against the work identified in the inspection report to make a decision on the amounts claimed:

- ✓ **Painting walls and ceiling and minor patching** - the exit inspection report states “smoke damaged, whole house needs painting and hole patching”. The report identifies 2 holes on side wall in Kitchen and scratch marks on walls/trim in master bedroom. According to the entry inspection report, the walls and ceiling were in good shape on March 1, 2019. Based on the inspection report, it is clear that repairs were needed to some walls and there was smoke damage. Materials claimed include:
    - ◆ \$119.12 - paint - ceiling paint white latex 2 gallons
    - ◆ \$458.04 - paint - aurora eggshell - goose down #1016 6 gallons
    - ◆ \$70.27 - semi-gloss paint
    - ◆ \$10.97 - caulking, white latex acrylic
    - ◆ \$67.07 - roller cage, angled brush x 2, 3 pk roller x 2
- \$725.47

Based on research by the Rental Office, it takes about 36 hours to prime, paint and do minimal patching on a two bedroom rental unit - this is based on an estimate of one person for 6 hours in each room. I included the entry, kitchen, living area, 2 bedrooms and bathroom. The Applicant's staff charge out at \$35.14 per hour. This would mean the total cost for labour to prepare the surfaces (prime or clean) and paint the walls and ceiling and do minimal patching of the walls and trim would be \$1,265.04.

Materials \$725.47 + labour \$1,265.04 = \$1,990.51. On March 1, 2019, the condition of the walls was described as good. I am assuming, based on research into useful life of building elements, that without the damages from smoke the unit would have been due for painting in March 2027. The Respondent's actions reduced the useful life of the interior painting by about 70%. 70% of the total claimed is **\$1,393.36**. I will order this amount paid.

- ✓ Painting floor - claimed \$119.98 for paint porch and floor silver/grey int/ext latex. There are no reference to damages to the floor on the inspection report and the Applicant was not able to explain this charge. This claim is denied.
- ✓ Range Hood - claimed \$88.00 for range hood-fan 30". There is no reference in the inspection report to damages to the range hood and the Applicant was not able to explain this charge. This claim is denied.
- ✓ Smoke Alarm - claimed \$24.81 in materials to replace the smoke detector, this is consistent with the inspection report and with labour 1 hour at \$35.14 = **\$102.33**. I will order this amount paid.
- ✓ Toilet fill valve - claimed \$23.30 in materials to repair the toilet that wasn't working. This is consistent with the inspection report, however, in my opinion, this is a maintenance item and not tenant damages. This claim is denied.
- ✓ Passage set and foam insulation - claimed \$62.97, this is consistent with the inspection report about a broken door in one of the bedrooms. With labour of 1 hour at \$35.14 = **\$98.11**. I will order this amount paid.
- ✓ Silicone - claimed \$23.99 in materials, but not clear what for. Applicant could not explain this charge. This claim is denied.
- ✓ Light bulbs - claimed \$11.53 in materials. Under tenancy agreement tenant is responsible. With labour of \$35.14 to replace bulbs = **\$46.67**. I will order this amount paid.

- ✓ other work described on the exit inspection report that wasn't noted at entry inspection
  - cracked door jamb, broken latches on windows in dining/living area and one bedroom.Although no materials are directly related with this work, I believe it is reasonable that an additional 5 hours at \$35.14/hour could be attributed to repair of these damages = **\$175.70**. I will order this amount paid.

**Total amount approved = \$1,816.17 + \$90.81 GST (5%) = \$1,906.98.**

I find the cost for materials and expenses totalling \$1,906.98 is reasonable and consistent with the inspection reports and work order #296982.

#### *Orders*

An order will issue requiring the Respondent to pay expenses related to repair of tenant damages totalling \$1,906.98 (p.41(4)(a)).

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Janice Laycock  
Rental Officer