

IN THE MATTER between **N.T.H.C.**, Applicant, and **K.S.**, 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 **Hal Logsdon**, Rental Officer, regarding a rental
premises located within the **city of Yellowknife in the Northwest Territories**.

BETWEEN:

N.T.H.C.

Applicant/Landlord

-and-

K.S.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 17, 2022

Place of the Hearing: Yellowknife, NT, via teleconference

Appearances at Hearing: P.S., representing the Applicant

Date of Decision: June 23, 2022

REASONS FOR DECISION

The Respondent was served with a Notice of Attendance sent by email on April 22, 2022. The Respondent failed to appear at the hearing. The Respondent's email address is duly noted on the written tenancy agreement between the parties. In my opinion, it is reasonable to deem the Notice of Attendance served in accordance with section 71(1) of the *Residential Tenancies Act*. The hearing proceeded in the absence of the Respondent.

The tenancy agreement was monthly and commenced on February 21, 2021. The parties conducted a check-in inspection and a written report was provided in evidence. A security deposit of \$1,625 was required but was not paid. The premises are rented by the Applicant from the owner of the residential complex pursuant to a commercial lease and re-rented to the Respondent as subsidized public housing. The Applicant indicated that repairs are undertaken by the owner.

A previous order (file #17362, filed on September 17, 2021) found rent arrears of \$5,277.76 and, among other things, ordered the payment of the rent arrears and outstanding security deposit and compliance with the obligation to report the household income. The order terminated the tenancy agreement on November 30, 2021 unless the ordered provisions were satisfied.

The Applicant stated that there were gunshots fired at the premises on November 11, 2021. The locks to the apartment had been changed by the Respondent. The police gained entry, new locks were installed and police retained the only keys. The Respondent was not at the premises. The Applicant declared the premises abandoned on November 15, 2021.

On December 9, 2021, the police informed the Applicant that windows in the premises had been broken and it appeared that someone was occupying the premises. Keys to the premises were provided to the Applicant who secured the unit. No occupants were found.

The Respondent contacted the Applicant on January 12, 2022, asking to make arrangements to pick up her personal property. Numerous appointments were made to permit the Respondent to remove her belongings, but she failed to appear each time and the property was declared abandoned and dealt with accordingly.

A final inspection of the premises was conducted by the Applicant on February 22, 2022. The Respondent did not appear at the inspection. An inspection report and photographs were produced and provided in evidence.

An estimated list of repairs compiled by the Applicant, dated March 31, 2022, was provided in evidence setting out estimated repair costs of \$4,257.45.

A lease balance statement was provided in evidence, which indicated a balance of rent owing in the amount of \$9,418.76. The full unsubsidized monthly rent of \$1,625 has been applied from July to November, 2021 and prorated for December. The Applicant testified that the Respondent had failed to report the household income, despite an order to do so, justifying the application of the full unsubsidized rent for those months.

The Applicant sought an order requiring the Respondent to pay the alleged rent arrears and the estimated repair costs.

As the repair costs were only estimates, I reserved decision on this matter and provided the Applicant an opportunity to submit additional evidence of actual costs of the repairs.

On June 8, 2022, the Applicant provided another document outlining costs to repair the alleged damages to the premises. This document was a “quote” prepared by the owner and set out repair costs of \$5,087, over \$825 more than the original estimate prepared by the Applicant. The Applicant explained that some of the repairs may cost more than the original estimate but that they would not seek relief for more than was originally sought in the application. No other documentation of repair costs was provided. The Applicant stated that the repairs had not yet been completed.

Rent Arrears

The premises were declared abandoned on November 15, 2022 effectively ending the tenancy agreement between the parties. Accordingly, there was no rent due for December, 2021. The Applicant already has an order for rent arrears to the end of September, 2021 that may be enforced. The Applicant has charged the full unsubsidized rent (\$1,625) for the months of October and November, 2021. This is not unreasonable as the Respondent failed to report any household income in accordance with the tenancy agreement. I find rent arrears not covered by the previous order of \$3,250.

The Applicant has made little effort to mitigate any loss of rent. Repairs have not been made to enable the unit to be re-rented. The Respondent’s personal possessions could have been removed and stored promptly. Any claim to compensation of lost rent is, in my opinion, unreasonable. An order requiring the Respondent to pay the Applicant rent arrears of \$3,250 shall issue.

Repair costs

Section 42 of the *Residential Tenancies Act* obligates a tenant to repair any damages to the premises caused by the wilful or negligent conduct of the tenant or persons permitted on the premises by the tenant. Remedies available to a landlord/applicant include the following:

42.(3) Where, on the application of a landlord, a rental officer determines that a tenant has breached the obligation imposed by this section, the rental officer may make an order

- (a) requiring the tenant to comply with the tenant's obligation;*
- (b) prohibiting the tenant from doing any further damage;*
- (c) requiring the tenant to compensate the landlord for loss suffered as a direct result of the breach;*
- (d) authorizing any repair or other action that is to be taken by the landlord to remedy the effects of the tenant's breach;*
- (e) requiring the tenant to pay any reasonable expenses directly associated with the repair or action; or*
- (f) terminating the tenancy on the date specified in the order and ordering the tenant to vacate the rental premises on that date.*

Since this tenancy agreement has been terminated, remedies (a), (b), (d) and (f) are not applicable. Because the repairs have not been completed, the Applicant has not incurred any expenses related to the repairs, making (e) largely irrelevant. With reference to the estimates provided, inspection reports and the photographic evidence, I find the following compensation to be reasonable:

1. Remove items to dump

Clearly, this work has been completed as the photographic evidence shows no indication of garbage or personal items in the apartment. The Applicant has not provided a receipt or other proof of this cost and accordingly, the compensation is denied.

2. General cleaning

The premises are not reasonably clean. The photographic evidence indicates a general cleaning is required and I find the compensation requested of \$440 to be reasonable.

3. Front door repair

The front entry door is badly damaged and, in my opinion, cannot be reasonably repaired. I find the compensation of \$1,000 requested to be reasonable.

4. Hall and bedroom wall damage

The wall damage in both of these rooms appear to be minor scuffs and scrapes, typical of normal wear and tear. There was some previous wall damage in bedroom #2. The premises are probably due for minor patching and paint. The request for compensation is denied.

5. Broken windows

The Applicant's testimony indicates that the police had sole access to the premises after changing the locks on November 11, 2021. There is no evidence of window damage until police notified the Applicant on December 9, 2021 that the windows had been broken. There is no evidence that the Respondent entered the premises after November 11, 2021, nor could she have permitted anyone else to enter the premises as she had no keys. The Applicant's request for compensation for the broken windows is denied.

6. Rehang storage room door

The photographic evidence indicates that the storage room door has been removed. Both door, hinges and the door frame appear undamaged and can simply and easily be reinstalled. In my opinion, the compensation requested of \$100 is unreasonable and compensation of \$50 is more appropriate for the task.

7. Missing sink stopper and toilet paper holder

Both of these items are clearly missing. The Applicant seeks compensation of \$30 for these items which can be purchased for less than \$10 and require no installation. In my opinion, compensation of \$10 is reasonable.

8. Missing light globes and bathroom fan grill

The evidence indicates that two light globes and a bathroom fan grill were missing. I find the requested compensation of \$120 for the items to be reasonable.

9. Kitchen transition strip

The evidence indicates that a transition strip between the kitchen and living room flooring was missing. I find the requested compensation of \$60 to be reasonable.

10. Missing screens

The inspection reports indicates that windows and screen were in acceptable condition at the commencement of the tenancy but missing in the living room and two bedrooms at the end of the tenancy agreement. I find the compensation of \$300 to be reasonable.

11. Bedroom closet slider and receptacle cover

The evidence indicates that a bedroom closet slider and receptacle cover were missing. I find the compensation of \$30 reasonable for the supply and installation of these items.

12. Bedroom door frame

The evidence indicates that the bedroom door frame was damaged. I find the compensation of \$100 reasonable for the repair of the door frame.

13. Light bulbs

Inspection reports indicate that 5 light bulbs were burned out or missing. I find the compensation requested of \$50 to be reasonable.

The Applicant's estimate includes both GST and a 10% administration fee. The owner's quote contains only the GST. Assuming that the work will be done by the owner, I find no justification for the addition of any administration fee by the Applicant. In summary, I find reasonable compensation for the repair of damages caused by the negligence of the Respondent to be \$2,268, calculated as follows:

Total compensation for repairs	\$2,160
GST @ 5%	<u>108</u>
Total	\$2,268

An order shall issue requiring the Respondent to pay the Applicant repair costs in the amount of \$2,268.

Hal Logsdon
Rental Officer