

IN THE MATTER between **NTHC**, Applicant, and **CK**, 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, regarding a
rental premises located within the **hamlet of Sachs Harbour in the Northwest
Territories**;

BETWEEN:

NTHC

Applicant/Landlord

-and-

CK

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	March 10, 2022
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	MH, representing the Applicant
<u>Date of Decision:</u>	August 17, 2022

REASONS FOR DECISION

An application to a rental officer made by SHHA on behalf of the NTHC as the Applicant/Landlord against CK as the Respondent/Tenant was filed by the Rental Office February 4, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Sachs Harbour, Northwest Territories. The filed application was served on the Respondent by registered mail signed for February 23, 2022.

The Applicant alleged the Respondent had accumulated rental arrears, had caused damages to the rental premises, and had left the rental premises in an unclean condition. An order was sought for payment of rental arrears and payment of costs for repairs and cleaning.

A hearing was held March 10, 2022, by three-way teleconference. MH appeared representing the Applicant. CK was served with notice of the hearing by registered mail signed for February 23, 2022. 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 *Residential Tenancies Act* (the Act).

Several questions for clarification were raised at the hearing with regard to the condition of the premises at the end of the tenancy which the Applicant's representative requested and was granted an opportunity to investigate. The decision was reserved pending receipt of the additional information. On March 10, 2022, the Applicant's representative advised there would be an amendment to the claims for the move-out repairs and cleaning forthcoming, and on March 11th she forwarded a revised statement. On April 21st I raised further questions regarding the amended claims, to which the Applicant's representative committed to investigating as soon as she could.

It should be noted the Applicant's representative is not based out of Sachs Harbour, and I understand there was some staffing transition occurring in the community which contributed to the delays experienced in concluding this matter. After several unsuccessful attempts to get into the community between April 25th and July 19th, the Applicant's representative requested that a decision be made based on the information already received on file.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing January 16, 2017, and ending August 31, 2021. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Rental arrears

The lease balance statement entered into evidence represents the landlord's accounting of monthly rents and payments received against the Respondent's rent account. All rents were subsidized and last assessed at \$140 per month. The last payment received against the rent account was recorded May 27, 2021, in the amount of \$200. The security deposit of \$503.39 was appropriately retained against the rental arrears at the end of the tenancy.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondent has accumulated rental arrears in the amount of \$5,475.42. That amount represents approximately 21 months' subsidized rent.

Repairs and cleaning

Window

The Applicant claimed a remaining balance of costs associated with repairing and replacing a window that had been broken from the inside by the Respondent in January 2018. Two invoices were provided totalling \$969.06 for the initial temporary repair and the final window replacement. The Respondent had made two payments against those costs in 2018 totalling \$200, reducing the remaining balance owing to \$769.06.

I am satisfied the Respondent is responsible for damaging the window, and I am satisfied the costs claimed to repair and replace the window are reasonable. I find the Respondent liable to the Applicant for the remaining balance of the costs of repairs to the window in the amount of \$769.06.

Move-out repairs and cleaning

The Applicant provided an entry and exit inspection report completed January 16, 2017, and September 2, 2021, which establishes the condition of the premises at the beginning and the end of the tenancy. Several photographs taken at or shortly after the exit inspection were also provided further documenting the condition of the premises.

The amended claim received March 11, 2022, sought costs associated with: caulking the kitchen counter and sink; repairing, patching, and painting the walls throughout; replacing four interior doors and knobs; replacing one exterior door jamb; replacing one bathroom fixture; replacing 24 floor tiles; and cleaning throughout. The costs for materials are itemized, but the labour costs are not. The labour costs are calculated at a total of 73 hours each for the foreman and a labourer, at hourly rates of \$50.38 and \$40.38, respectively.

Caulking

The exit inspection report documents the kitchen counters as having water damage, but it is unclear how the water damage was caused and whether it was due to the Respondent's wilful or negligent conduct. Additionally, the question of when the caulking was last maintained – which is the Landlord's responsibility – could not be answered. Given that the Applicant was only seeking costs associated with re-caulking the area and not for the replacement of the damaged counter top, I am not satisfied the Respondent is responsible for either one and as such the Applicant's claim for those costs is denied.

Walls

The exit inspection report establishes, and the photographs corroborate, damages to the walls in every room of the rental premises. The damages range from large holes to scrapes and markings to stains.

I am satisfied the Respondent is responsible for damages to the walls throughout the premises. The costs for materials totalling \$476.88 are allowed as reasonable. The costs for labour were estimated based on an average of 8 hours of work per room for 5 rooms at \$90.76 per hour for a total of \$3,630.40 for labour. I find the Respondent liable to the Applicant for the costs of repairing, patching, and painting the walls in the total amount of \$4,110.28.

Interior doors

The exit inspection report documents one damaged interior door and two missing interior doors. The photographs show two damaged doors and two missing doors. One of those damaged doors was off its hinges and leaning against a wall. The Applicant's representative was unable to confirm whether that door was one of the referenced missing doors, which seems likely.

The Applicant claimed costs to replace four interior doors and knobs. I am not satisfied that there were four interior doors requiring replacement for which the Respondent is responsible. I am satisfied that there were three interior doors requiring replacement for which the Respondent is responsible, and as such I find the Respondent liable to the Applicant for the costs of replacing three interior doors and knobs. The claimed costs of materials for three interior doors and knobs are allowed at \$413.82. The costs of labour were estimated based on an average of 2 hours of work per door for 3 doors at \$90.76 per hour for a total of \$544.56 for labour. I find the Respondent liable to the Applicant for the costs of replacing three interior doors and knobs in the total amount of \$958.38.

Exterior door jamb

The exit inspection report documents that the exterior door jamb was damaged and the provided photographs support that claim. I am satisfied the Respondent is responsible for the damages to the exterior door jamb and is liable for the costs to repair and replace it.

The claimed costs of materials are allowed at \$578.75. The costs of labour were estimated based on an average of 3 hours of work at \$90.76 per hour for a total of \$272.28. I find the Respondent liable to the Applicant for the costs of replacing the exterior door jamb in the total amount of \$851.03.

Bathroom fixture

Neither the entry nor exit inspection reports make any reference to any bathroom fixtures, be they towel racks or light fixtures. Although the supplied photographs show the bathroom light fixture cover appears to be missing, I cannot be satisfied that the cover was present at the beginning of the tenancy. The Applicant's claim for costs associated with replacing a bathroom fixture is denied.

Floor tiles

The entry inspection report documents the flooring throughout the premises as being in good condition. The exit inspection report documents some broken tiles in the dining/living area, the kitchen, and the master bedroom. The supplied photographs support this claim. The amended claims for costs of materials referencing 24 floor tiles and floor tile adhesive appear reasonable.

I am satisfied the Respondent is responsible for the damages to the floor tiles and as such is liable for the associated costs to replace those tiles. The claimed costs for materials are allowed at \$205.25. The costs of labour were estimated based on an average of 6 hours of work at \$90.76 per hour for a total of \$544.56. I find the Respondent liable to the Applicant for the costs of replacing the broken floor tiles in the total amount of \$749.81.

Cleaning

The exit inspection report and supplied photographs establish the rental premises as substantially unclean. I am satisfied the Respondent is responsible for the uncleanliness and liable for the associated cleaning costs.

The claimed costs for cleaning supplies are allowed at \$75. The costs for cleaning labour were estimated based on other outsourced cleaning claims at \$375 for a two-bedroom unit. I find the Respondent liable to the Applicant for the costs of cleaning the premises in the total amount of \$450.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$5,475.42 (p. 41(4)(a)); and
- requiring the Respondent to pay costs of repairs and cleaning in the total amount of \$7,888.56 (p. 42(3)(e), p. 45(4)(d)).

Adelle Guigon
Rental Officer