

IN THE MATTER between **NTHC**, Applicant, and **HB**, 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 **town of Norman Wells in the Northwest Territories**;

BETWEEN:

NTHC

Applicant/Landlord

-and-

HB

Respondent/Tenant

REASONS FOR DECISION

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| <u>Date of the Hearing:</u> | November 16, 2022 |
| <u>Place of the Hearing:</u> | Yellowknife, Northwest Territories |
| <u>Appearances at Hearing:</u> | LW, representing the Applicant |
| <u>Date of Decision:</u> | November 16, 2022 |

REASONS FOR DECISION

An application to a rental officer made by NWHHA on behalf of the NTHC as the Applicant/Landlord against HB as the Respondent/Tenant was filed by the Rental Office September 22, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Norman Wells, Northwest Territories. The filed application was served on the Respondent by registered mail, signed for October 18, 2022.

The Applicant alleged the Respondent had accumulated rental arrears and had caused damages to the rental premises. An order was sought for payment of the rental arrears and payment of the costs for repairs.

A hearing was held November 16, 2022, by three-way teleconference. LW appeared representing the Applicant. HB was served with notice of the hearing by registered mail, signed for November 2, 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).

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for market rental housing commencing April 1, 2019. The tenancy ended May 17, 2022, when the Respondent vacated the rental premises. 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 rent and payments received against the Respondent's rent account. The security deposit of \$1,280 was transferred from a joint tenancy agreement account that ended when the sole tenancy agreement was entered into. The security deposit with interest totalling \$1,282.78 was retained against accumulated rental arrears. Rent was established at \$1,280 per month.

There were several months during the tenancy when no payments were received against the rent account resulting in rental arrears that were not fully resolved by the end of the tenancy. By the end of the tenancy, the Respondent had accumulated rental arrears in the amount of \$1,802.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondent liable to the Applicant for a remaining balance of rental arrears after deducting the security deposit in the total amount of \$519.22.

Damages

The Applicant provided an entry inspection report dated March 19, 2019, just prior to the sole tenancy agreement being entered into, and an exit inspection report dated May 17, 2022, the day the Respondent vacated the rental premises. An invoice dated August 11, 2022, was provided detailing claims for repairs, and the corresponding work orders were subsequently provided.

The claims for mudding and sanding the walls to prepare for painting in the amount of \$74.86 were allowed, as justified, given the exit inspection report documented holes and scratches in the living room wall, bedroom ceiling, and bathroom wall.

The claims for repairing the front entrance railing in the amount of \$74.06 were allowed, as justified, given the exit inspection report documented damages and missing spindles as a result of a dog gate rail the Respondent had installed.

The claims for repairing the exterior door to fit securely in the frame and to replace the flooring in the entrance way were made out as damages caused by the Respondent's negligence, and the costs of repairs totalling \$863.25 were allowed.

The Applicant's representative testified to having personally observed the Respondent kicking his own door in and then choosing to replace the door himself rather than paying a professional carpenter to do it properly. Unfortunately, the door the Respondent purchased and installed was not properly sized and did not fit in the existing frame, resulting in the door refusing to remain closed.

The entry inspection report documented the entrance way flooring as unclean but otherwise not damaged, while the exit inspection report documented it as damaged at the end of the tenancy. The Applicant's representative testified that the Respondent's dog had completely shredded the flooring in the entrance way.

The claims to actually replace the exterior door and to install new weather stripping were allowed, given the damages testified to satisfy me of the Respondent's responsibility for them. The cost of the new door of \$485.99 was allowed, as was an estimated time for labour of 3 hours at a rate of \$40.96 totalling \$122.88, resulting in a total for labour and materials of \$608.87.

The claims to replace the missing secondary exterior door and the damaged master bedroom door were denied because both were documented in the entry inspection report as pre-existing the sole tenancy.

I am satisfied the Respondent is responsible for damages related to the exterior door, the entrance way flooring, the walls and ceilings, and the front entrance railing. I find the Respondent liable to the Applicant for costs of repairs of \$1,621.04 plus \$81.05 GST for a total amount of \$1,702.09.

Orders

An order will issue requiring the Respondent to pay rental arrears in the amount of \$519.22 and requiring the Respondent to pay costs of repairs in the amount of \$1,702.09.

Adelle Guigon
Rental Officer