

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

NTHC

Applicant/Landlord

-and-

CN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 8, 2022

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: PS, representing the Applicant
CN, Respondent

Date of Decision: November 28, 2022

REASONS FOR DECISION

The tenancy agreement between the parties was monthly and commenced on September 27, 2021. The premises are contained in an apartment complex. The Respondent provided a security deposit of \$1,625 and a check-in inspection was completed and signed by both parties.

The Applicant filed an application on May 9, 2022 alleging that the Respondent had breached the tenancy agreement by failing to pay the full amount of rent, disturbing other tenants in the residential complex, and damaging the rental premises and residential complex. The Applicant sought rent arrears, repair costs, termination of the tenancy agreement, and an eviction order.

The Respondent vacated the premises on May 13, 2022 and the Applicant sought a postponement of the hearing in order to inspect the premises, finalise the security deposit, and amend the application as necessary. The matter was set for September 6, 2022 but did not proceed due to lack of service on the Respondent. The matter proceeded on November 8, 2022 with both parties in attendance.

The Applicant conducted a check-out inspection of the premises on June 14, 2022. The check-out report was signed only by the Applicant. Photographs of the premises taken at the end of the tenancy were provided in evidence. The Applicant retained the security deposit and interest applying it to rent arrears and repairs of damages to the premises. A statement of the security deposit was produced and provided to the Respondent.

Security deposit	(\$1,625.00)
Interest	(.10)
Rent arrears	3,716.88
Repair costs	<u>2,443.29</u>
Amount due	\$4,535.07

The Applicant sought an order for relief of \$4,535.07.

The Applicant provided a lease balance statement in evidence, which also indicates a balance owing of \$4,535.07 after the application of the security deposit and accrued interest. However, the lease balance statement indicates different (and more accurate) components of the balance.

Rent arrears	\$194.00
Key replacements	635.38
Fire alarm cost	2,887.50
Repairs	2,443.29
S/D and interest	<u>(1,625.10)</u>
Amount due	\$4,535.07

Rent Arrears

The lease balance statement clearly indicates that the Respondent failed to pay the March 2022 rent (\$80), the April 2022 rent (\$80), and the prorated May 2022 rent (\$34). The Respondent did not dispute the allegation. I find rent arrears of \$194.

Key Replacements

An invoice for key replacements and a notation of the various keys that were replaced during the term, signed by the Respondent, was provided in evidence. The evidence indicates that 3 mailbox keys, 4 building entrance keys and 4 suite keys were provided during the term. The Respondent disputed the charges stating that they had returned a set of keys at the end of the tenancy. The check in inspection indicates that one key of each type was provided to the tenant at the commencement of the tenancy. The returned keys represent the initial keys provided to the tenant, not the additional keys provided during the term. I find the key costs of \$635.38 to be reasonable. The cost includes a 10% administration charge and GST.

Fire Alarm Costs

The Respondent was charged \$2887.50 for pulling a fire alarm which resulted in the fire department attending the building. The Applicant provided security camera evidence which showed a person being ejected from the Respondent's apartment, then pulling the fire alarm. The Respondent acknowledged that he had permitted the person to enter the apartment.

The Applicant provided no evidence that they had incurred any costs associated with the false alarm but stated that the City of Yellowknife charged \$2,500 for each false alarm and that a 10% administration cost and GST had been added to the cost billed to the Respondent.

I provided the Applicant an opportunity to produce an invoice indicating that they had been charged for the false alarm. On November 21, 2022, the Applicant acknowledged that they had not been charged for the false alarm, explaining that each building was provided with one free false alarm call-out. Since the Applicant suffered no loss, the request for relief is denied.

Repairs

Although the premises are owned and maintained by the Applicant, the repairs have been completed and the premises re-rented, the Applicant provided only a list of repairs and itemised estimated costs in evidence. In these circumstances an itemised list of estimated costs is not sufficient evidence. Section 42(3)(e) of the *Residential Tenancies Act* permits the issuance of an order for "reasonable expenses directly associated with the repair or action." The Applicant was required to substantiate the estimated costs by submission of invoices or work orders for the repair work. Additional information in the form of a work order and an invoice for removal of property for storage and disposal was provided.

Removal Costs

An invoice for the work in the amount of \$662.87 was provided in evidence. Some goods were transported to the dump and others to a storage location. The Applicant filed an inventory of abandoned personal property in accordance with the Act.

Sections 64, 65 and 66 of the *Residential Tenancies Act* set out how abandoned personal property shall be addressed. Section 65(2)(a) permits a landlord to apply the proceeds of the sale of abandoned personal property to the costs of removal and storage of the property. There is no provision in the Act permitting the issuance of an order compensating a landlord for these expenses.

Some of the expense included in this invoice are clearly for transportation of garbage and items of no value to the dump and tipping fees. This may be compensated by order pursuant to section 42. Since the invoice is not segregated, I estimate that 50% of the costs are for removal of garbage and items of no value. The remaining costs can be recovered directly from the tenant on return of the stored property or through sale of the goods after approval. I find compensation of \$331.44 to be reasonable.

Cleaning

The premises were left in an unclean state, as evidenced by the inspection report and photographic evidence. The itemised repair estimate sets out a cost of \$450 but the work order lists the invoice for cleaning as \$446.25. In my opinion cleaning costs of \$446.25 are reasonable.

Replacement of Blinds

The itemised repair estimate indicates that window blinds in a bedroom and the living area were damaged and estimated to cost \$500 to replace. The photographic evidence shows damage to the blinds. The Respondent disputed the damage testifying that the blinds did not work properly and were damaged at the commencement of the tenancy. The check-in inspection does not note any damages to the blinds and the Applicant testified that they had been in the apartment during the tenancy and did not notice any damage to the blinds. The work order lists an invoice for the blinds as costing \$334.90. That would leave 2.5 hours for labour to install the blinds. In my opinion, the damage was done by the tenant and the total cost of \$500 is reasonable.

Replacement of Mirror

The itemised repair estimate indicates that a mirror, mounted over the stove, was cracked and required replacement, costing \$300. The unit is wheelchair accessible and the mirror permits better viewing of the cooking surface. The photographic evidence clearly indicates that the mirror is cracked. The Respondent testified that the mirror cracked under normal use and disputed that the mirror was damaged through negligence. The check-in inspection does not note any damage to the mirror.

I assume that the mirror is designed and installed so that it is unaffected by normal heat generated by the stove surface and would not create a hazard to the user under normal conditions. I do note that the photograph appears to show a mark on the crack suggesting that the mirror may have been struck. In my opinion, evidence suggests the mirror was damaged by the negligent use by the Respondent.

The work order lists the cost of materials as \$98.26 suggesting that 3 hours of labour were required to install the mirror. I find the total cost of \$300 to replace the broken mirror to be reasonable.

Towel Rod

The itemised repair estimate lists costs of \$100 to repair a broken towel bar. The inspection reports indicate that the towel bar was not damaged at the commencement of the tenancy but was damaged at the end of the term. The photographic evidence shows that the bar was damaged. The Respondent did not dispute the allegation. The work order does not list any material cost for the repair. However, I find the estimated cost of \$100 to be reasonable and the repairs made necessary by the negligence of the Respondent.

Wardrobe Repair

The itemised repair estimate lists costs of \$132 to repair a broken shelf in the wardrobe. The inspection reports indicate that the wardrobe was in good condition at the commencement of the tenancy but was damaged at the end of the term. The photographic evidence shows that the slide-out shelves of the wardrobe have been damaged. The Respondent did not dispute the allegation.

The work order lists finishing supplies of \$42.82 which I assume were required for the repair, leaving about 1.5 hours of labour for the repair. I find the repairs were made necessary due to the negligence of the Respondent and find the repair cost of \$132 to be reasonable.

I find the Respondent in breach of their obligation to pay rent and find rent arrears of \$194.

I find the interest on the security deposit to be \$.10.

I find the Respondent in breach of their obligation to repair damages to the premises. Including a 10% administration charge and GST, I find repair costs of \$2,725.56 calculated as follows:

Removal to dump and tipping fees	\$331.44
Cleaning charges	446.25
Replace Blinds	500.00
Kitchen Mirror	300.00
Towel Rod	100.00
Wardrobe Repair	<u>132.00</u>
Subtotal	\$1,809.69
Administration @ 10%	180.97
GST	99.53
Plus Key charges	<u>635.38</u> (Administration and GST included)
Total	\$2,725.57

Applying the retained security deposit first to the rent arrears, I find repair costs due to the Applicant of \$1,294.46. An order shall issue requiring the Respondent to pay the Applicant repair costs in the amount of \$1,294.46.

Rent Arrears	\$194.00
Repairs	2,725.57
Security Deposit	(1,625.00)
Interest	<u>(0.10)</u>
Amount due Applicant	\$1,294.47

Hal Logsdon
Rental Officer