

IN THE MATTER between **NTHC**, Applicant, and **GT**, 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 **city of Yellowknife in the Northwest Territories**;

BETWEEN:

NTHC

Applicant/Landlord

-and-

GT

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 13, 2022
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	PS, representing the Applicant
<u>Date of Decision:</u>	December 21, 2022

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the Applicant/Landlord against GT as the Respondent/Tenant was filed by the Rental Office November 2, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondent by registered mail, signed for November 15, 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 the rental arrears and payment of the costs for repairs and cleaning.

A hearing was held December 13, 2022, by three-way teleconference. PS appeared representing the Applicant. GT was served with notice of the hearing by registered mail, signed for November 15, 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 subsidized public housing commencing September 1, 2021. The Respondent vacated the rental premises, ending the tenancy effective June 28, 2022. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Previous order

Rental Officer Order #17541 was issued May 10, 2022. It ordered the Respondent to pay rental arrears in the amount of \$520, termination of the tenancy May 31, 2022, and eviction June 1, 2022. The monetary order remains unsatisfied but enforceable if filed at the Supreme Court by May 10, 2025.

Rental arrears

The lease balance statements entered into evidence represent the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. All rents were subsidized and last assessed at \$80 per month. The last payment received against the rent account was recorded September 29, 2021, in the amount of \$80. The security deposit of \$730.05 was appropriately retained 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 failed to pay the rent and has accumulated a total amount of rental arrears of \$595. The portion of the rental arrears accumulated since the last Rental Officer order was issued amounts to \$75, which represents the prorated subsidized rent for June 2022.

Given Rental Officer Order #17541 remains enforceable and there are further claims being made for costs of repairs and cleaning, I have deducted the \$75 in additional rental arrears from the security deposit and will apply the remaining security deposit credit of \$655.05 against the costs of repairs and cleaning. As such, an order for payment of rental arrears will not issue from this application.

Repairs and cleaning

The entry and exit inspection reports, photographs, and invoices were provided in support of the Landlord's claims for the following:

Cleaning throughout	\$440.00
Patch and paint entire unit	\$3,300.00
Replace front door, repair door frame	\$1,000.00
Replace one closet door	\$300.00
Rehang two closet doors	\$300.00
Replace two electrical receptacles	\$100.00
Repair patio door frame, replace deadbolt	\$400.00
Replace one kitchen drawer	\$400.00
Replace kitchen flooring	\$1,800.00
Replace bathroom towel rack	\$100.00
Replace one bathroom drawer	\$200.00
Replace two burnt bathroom light bulbs	\$40.00
Replace bedroom door, repair door trim	\$450.00
Subtotal	\$8,830.00
Admin Fee 10%	\$883.00
GST 5%	\$485.65
Total for Northview Repairs and Cleaning	\$10,198.65
Best Movers removal and disposal of garbage, items, and debris (including GST)	\$913.76
Grand Total	\$11,112.41

The provided evidence supported all except the claims for patching and painting the entire unit and replacing the kitchen flooring.

Patching and painting

The exit inspection report documents minor wear and tear to the front entrance and dining/living room area walls and trim, and otherwise only documents the dining/living room walls and trim as being dirty. The photographs do not depict any visible damages to the walls. While the evidence supported that the walls required cleaning, it did not support the claim that the walls required patching and painting. The Applicant's representative did not dispute this assessment. I am not satisfied the walls in the rental premises were damaged, let alone that they were damaged due to the Respondent's wilful or negligent conduct. As such, the Applicant's claim for patching and pain the rental premises is denied.

Kitchen flooring

The provided invoice described the kitchen flooring as "scratched heavily - needs new". However, while the exit inspection report documents the kitchen flooring as scratched, the entry inspection report also marked the kitchen flooring as scratched or marked. The provided photographs taken at the end of the tenancy were not focussed on the kitchen flooring, showing only small portions as cluttered and unclean. Given the overall poor condition of the premises at the end of the tenancy, it did seem more likely than not that the kitchen flooring was scratched, but it could not be determined whether it was any more damaged than when the Tenant took sole occupancy of the premises.

During the hearing, the Applicant's representative was able to locate photographs of the kitchen taken at the end of the prior tenancy which showed a clear picture of the condition of the kitchen flooring. It appeared to be in very good condition, such that any existing scratches were not identifiable suggesting the scratches/marks documented in the Tenant's entry inspection report were very minor. With this information at hand I can be satisfied on a balance of probabilities that the kitchen flooring was significantly scratched during the Respondent's tenancy to the point of requiring its replacement.

That being said, it was further identified that the depreciated value would need to be assessed as the Respondent would only be liable for the average useful life period that the Applicant did not benefit from as a direct result of the Respondent's treatment of the flooring. The Applicant was granted an opportunity, after the conclusion of the hearing, to make the necessary inquiries in this regard to the property owner. He returned with the information that the flooring was about five years old. The average useful life of laminate flooring is 15 years. Therefore, the Respondent would be liable for 66.6 percent of the costs to replace the laminate flooring.

I am satisfied the Respondent damaged the kitchen flooring. I find the Respondent liable to the Applicant for 66.6 percent of the costs to replace the kitchen flooring, amounting to \$1,198.80.

I find the Respondent liable to the Applicant for costs of repairs and cleaning as follows. The remaining security deposit credit has been accounted for in these calculations.

Cleaning throughout	\$440.00
Replace front door, repair door frame	\$1,000.00
Replace one closet door	\$300.00
Rehang two closet doors	\$300.00
Replace two electrical receptacles	\$100.00
Repair patio door frame, replace deadbolt	\$400.00
Replace one kitchen drawer	\$400.00
Replace kitchen flooring, depreciated	\$1,198.80
Replace bathroom towel rack	\$100.00
Replace one bathroom drawer	\$200.00
Replace two burnt bathroom light bulbs	\$40.00
Replace bedroom door, repair door trim	\$450.00
Subtotal	\$4,928.80
Admin Fee 10%	\$492.88
GST 5%	\$271.08
Total for Northview Repairs and Cleaning	\$5,692.76
Best Movers removal and disposal of garbage, items, and debris (including GST)	\$913.76
Grand Total	\$6,606.52
Less remaining Security Deposit Credit	\$655.05
Remaining Balance	<u>\$5,951.47</u>

Order

An order will issue requiring the Respondent to pay costs of repairs and cleaning in the amount of \$5,951.47 (p. 42(3)(e), p. 45(4)(d)).

Adelle Guigon
Rental Officer