

IN THE MATTER between **NTHC**, Applicant, and **CL**, 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 **Janice Laycock**, Rental Officer, regarding a rental premises located within the **hamlet of Fort Resolution in the Northwest Territories**.

BETWEEN:

**NTHC**

Applicant/Landlord

-and-

**CL**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>March 15, 2023</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>MU, representing the Applicant</b>
<b><u>Date of Decision:</u></b>	<b>March 16, 2023</b>

### **REASONS FOR DECISION**

An application to a rental officer made by the FRHA on behalf of the NTHC as the Applicant/Landlord against CL as the Respondent/Tenant, was filed by the Rental Office September 7, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Resolution, Northwest Territories. The filed application was served by registered mail on the Respondent on October 11, 2022.

The Applicant claimed the Respondent, a former tenant, had at the end of their tenancy arrears owing and were responsible for costs to repair tenant damages and cleaning. An order was sought for payment of rent owing and to pay expenses related to repair of damages and cleaning.

A hearing scheduled for October 26, 2022 was rescheduled at the request of the Applicant, as they were in the process of completing repairs. A hearing was held on January 18, 2023, by teleconference. MU appeared on behalf of the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent had received sufficient notice (by registered mail on January 9, 2023), the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

This hearing was adjourned to allow time for receipt of further information relating to the Applicant's claim for costs to repair tenant damages. The requested information was provided to the Rental Office and the Respondent and the hearing resumed on March 15, 2023, by teleconference. MU appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent had received sufficient notice (by registered mail, deemed served February 27, 2023), the hearing proceed in their absence, as provided for under the Act. I reserved my decision at the hearing in order to further consider information related to the expenses for repair of damages.

#### *Previous orders*

Previous Rental Officer Order # 17443 dated January 26, 2022, required the Respondent to pay rental arrears in the amount of \$1,805, terminated the tenancy agreement on January 31, 2022 and evicted the Respondent from the rental premises on or after February 1, 2022.

#### *Tenancy agreement*

Evidence was provided establishing a residential tenancy agreement for subsidized public housing commencing on September 1, 2019, and continuing month to month. This tenancy agreement was terminated on January 31, 2022, under Rental Officer Order #17443 and the Applicant testified that the Respondent was evicted by the Sheriff on April 20, 2022.

I am satisfied a valid tenancy agreement was in place in accordance with the Act and this agreement was terminated on January 31, 2022.

*Rental arrears and compensation for overholding*

A lease balance statement was provided as evidence, representing the Landlord's accounting of monthly rents and payments made against the Respondent's account. According to this statement, when the tenancy agreement was terminated January 31, 2022, the Respondent had rental arrears totalling \$1,805. This amount was ordered paid in the previous Rental Officer Order #17443 and can still be enforced.

A further \$920 was charged by the Landlord for the period February 1, 2022 to April 20, 2022. At the hearing, and in the Application, this amount owing was described as rental arrears, however, as the tenancy was terminated on January 31, 2022, by Rental Officer Order #17443, I believe that \$920 can be considered compensation under subsection 67(4) of the Act, for use and occupation after the tenancy was terminated.

According to the Applicant, the security deposit with interest was \$702.14 and when this amount is applied against the \$920 owing for occupation of the rental premises after the tenancy was terminated, the amount owing that can be ordered is \$217.86.

*Tenant damages and cleaning*

In support of their application for expenses related to cleaning and repair of damages, the Applicant provided photographs detailing the condition of the rental premises, the entry and inspection reports, estimates for repairs, and a copy of the work order and invoice for cleaning. In December 2022, they also provided to the Rental Office and the Respondent information on the actual costs of repairs including work orders detailing labour and materials. The Applicant claimed expenses relating to repair of damages and cleaning totalling \$14,155.40.

At the hearing on January 18, 2023, I asked for further information on this claim, including the reason for replacing the range and range hood and clarification on the work performed by summer students on the repair of damages. I adjourned the hearing pending receipt of this information. This information was provided to the Rental Office on February 16, 2023 along with proof of service on the Respondent.

The Applicant provided work orders to support their claim. I have organized the work orders into those related to cleaning and repair of damages including general repairs, patching and painting, and replace appliances:

**Cleaning \$735.56** - confirmed - supported by work orders, inspection reports and photographs

- \$499.63 - cleaning total unit 14 hours - dirty and dog faeces - Work Order (WO) TD352523;
- \$105.75 - clean garbage from around the unit WO RM353646;
- \$130.18 - remove garbage from around unit, remove garbage in warehouse to dump WO TD356974.

**Repair of damages total \$12,369.42**

General Repairs \$7,740.99 - claimed \$8,208.63, confirmed charges totalling \$7,740.99:

- \$1,764.92 - \$1,109.27 for renovation in porch WO TD359829, \$655.65 to remove flooring from porch, insulation base boards, dog urine all over the floor WO TD356988 (note this WO was for \$1,123.29, but it was found that \$467.64 charged for work of summer students had also been charged on WO TD360190);
- \$1,343.94 - work on baseboards, counter tops, doors - WO TD356970
- \$359.55 - work on doors, baseboards, silicone, shelves, and hardware - WO TD359972
- \$2,956.66 - summer students work to sand drywall, paint units, remove plywood and insulation from porch, install new insulation and plywood, and helping to clean up around unit.
- \$1,315.92 - labour and materials to finish off repairs and make sure everything is working.

Patching and painting \$3,858.47 - confirmed - supported by WO, reports and photographs:

- \$465.30 - getting ready for patching and painting WO RM355478;
- \$1,209.18 - patching, tape, and mud WO RM356492;
- \$171.46 - bring in drywall and patch hole WO TD355975;
- \$486.45 - sanding drywall WO TD356986;
- \$888.30 - taping and mudding WO TD356011;
- \$130.18 - painting ceiling in kitchen and living room WO TD356973; and
- \$507.60 - painting WO TD356978.

Replace appliances \$769.96 - claimed \$1,352.74 but based on testimony, including that the appliances were new in 2017, inspection reports and photographs I found \$769.96 owing as follows:

- \$235 for range - the Applicant provided WO TD360146 detailing cost of replacing the range of \$584.78 and provided photos showing that the range was dirty, inspection report noting the range was D(damaged) and U(unclean). At the hearing on January 18, 2023, I asked what the damages were and why the unit was replaced. The Applicant provided information that the "stove elements weren't working and very dirty". I was not convinced by the evidence and testimony that the range needed to be replaced and could not be cleaned and damages repaired. I adjourned my decision at the hearing to further consider the cost to repair. According to information available from Home Building Centre in Yellowknife, four plug-in elements cost about \$200, and I estimated the cost to install the elements would be about \$35 (representing .5 hour labour).
- \$466 for fridge - the Applicant provided WO TD360146 detailing the cost to replace the fridge as \$699 and provided photos showing the fridge was badly dented. As the fridge is five years old, and the remaining life should have been ten years (based on life of appliance of fifteen years) the depreciated value would be \$466 ( $\$699/15 = \$46.60 \times 10 \text{ years} = \$466$ ).
- \$68.96 for broken fan in range hood supported by WO TD 360146. Although this was not noted in the exit inspection report, I realize that as the power was off in the unit it would not have been possible to identify the damage to the fan at that time.

Based on the evidence and testimony, I find that the Respondent is responsible for cleaning and repair of damages totalling \$13,104.98.

*Orders*

An order will issue:

- requiring the Respondent to pay compensation for use and occupation in the amount of \$217.86 (ss.67(4)) ; and
- requiring the Respondent to pay expenses related to repair of tenant damages and cleaning in the amount of \$13,104.98 (p.42(3)(e) and p.45(4)(d)).

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Janice Laycock  
Rental Officer