

IN THE MATTER between **HNT**, Applicant, and **SZ**, 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,

BETWEEN:

HNT

Applicant/Landlord

-and-

SZ

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 20, 2023
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	RO, representing the Applicant LE, representing the Applicant TM, representing the Applicant RM, witness for the Applicant
<u>Date of Decision:</u>	September 22, 2023

REASONS FOR DECISION

An application to a rental officer made by BKGK on behalf of HNT as the Applicant/Landlord against SZ as the Respondent/Tenant was filed by the Rental Office July 20, 2023. The application was made regarding a residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was personally served on the Respondent on August 21, 2023.

The Applicant claimed the Respondent had not paid their rent when due and rental arrears had accrued, and that they were responsible for expenses related to repairs of damages. An order was sought for payment of rental arrears and cost of repairs.

A hearing was scheduled for September 20, 2023, by three-way teleconference. LE, RO, and TM appeared representing the Applicant, with RM appearing as a witness for the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As sufficient notice was provided, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Previous orders

Rental Officer Order #17919 dated April 6, 2023, required the Respondent to pay rental arrears totalling \$2,634; ordered termination of the tenancy agreement on April 30, 2023, due to repeatedly failing to pay rent, causing disturbances, and permitting illegal activities to occur on the rental premises; and ordered eviction from the rental premises on May 1, 2023.

Tenancy agreement

The tenancy agreement was terminated by Rental Officer Order #17919 on April 30, 2023. At the hearing the Applicant reported that the Respondent had vacated the rental premises on May 3, 2023. I am satisfied that a valid tenancy agreement was in place and that the tenancy was terminated on April 30, 2023.

Rental arrears

The Applicant provided as evidence a copy of the lease balance statement with charges and payments up to July 13, 2023. This statement represents the Landlord's accounting of monthly rents and payments made against the rent account.

According to this statement, at the end of their tenancy the Respondent had outstanding rental arrears of \$2,491. Once the security deposit with interest of \$1,403.70 was applied against the rental arrears, the remaining amount owing is \$1,087.

At the hearing I pointed out that the previous rental officer order can still be enforced, and a further order relating to payment of rental arrears is not required.

Tenant damages and cleaning

Under subsection 42(1) of the Act a tenant is responsible for repairing damages to the rental premises that they or their guests caused. Under subsection 45(2) of the Act a tenant is responsible for maintaining the rental premises in a state of ordinary cleanliness. If the tenant breaches these sections the Landlord may bring forward an application to claim costs.

The Applicant claimed \$10,220 for expenses related to repairing damages and cleaning at the end of the tenancy. They provided as evidence a copy of the entry and exit inspection reports, photographs detailing the damages, and an invoice listing the costs of repairs and cleaning. At the hearing I asked the Applicant if the costs provided were estimates or actual costs. The Applicant testified that the work had not been completed, the costs were estimated based on their staff completing the repairs, but they thought that the costs would be much higher than claimed.

I reserved my decision at the hearing on the claim for repairs and cleaning to allow time to further consider the costs claimed and the evidence and testimony presented. The following is my decision on these claims.

The claim for expenses related to repairs of damages includes:

- \$3,000 to replace 3 entry doors (front exterior, porch, and rear exterior) - noted in the inspection report and supported by photographs showing damages, the front exterior entry door was damaged from the outside. At the hearing the Applicant testified that the Respondent had told them that they had reported the incident to the RCMP. The applicant repeatedly asked for the RCMP file number but this information was not provided. The rear entry door was also damaged from the outside and requires replacement. Subsection 42(1) of the Act requires the tenant to repair damages caused by the wilful or negligent conduct of the tenant or persons who are permitted on the premises by the tenant. Based on the evidence and testimony provided I am not convinced that the damages to the exterior doors are as a result of the conduct of the Respondent and weren't caused by someone trying to attempt entry without permission. I deny the claim for the two exterior doors totalling \$2,000, but approve the claim for the porch door which is inside the rental premises - **\$1,000 awarded.**

- \$800 to replace the refrigerator - noted in the inspection report and photo shows damage caused by mould. At the hearing the Applicant testified that the Respondent had not paid the utilities and the power had been shut off allowing food to rot in the fridge. This resulted in the damages and the need to replace the refrigerator. They also testified that the refrigerator was about two years old. The cost claimed for the refrigerator does not consider the depreciated value of the refrigerator. The useful life of a refrigerator is 15 years. A new refrigerator is estimated by the Applicant to cost \$800. When the value of the refrigerator is depreciated by two years, the current value of the existing refrigerator is \$693.33 ($\$800/15 = \53.33×13 years left in useful life = \$693.33) - **\$693.33 awarded.**
- **\$350** - to replace kitchen cabinet door - noted in the inspection report and supported by photos.
- **\$2,100** - to replace living room windows broken by Respondent - noted in the inspection report and supported by photos. Entry inspection report notes the windows in the living room were broken, however, the Applicant testified these were repaired after the Respondent moved in.
- **\$1,600** - to replace 3 bedroom doors that were damaged and to replace the missing utility room door - noted in the inspection report and supported by photos.
- **\$75** - to repair damaged bedroom window broken from the inside - noted in the inspection report and supported by photos.
- **\$390** - to repair damaged floor in bedroom - noted in the inspection report and supported by photos. At the hearing the Applicant testified the damage happened when there was a fire in a crib.
- **\$605** - to patch holes in walls and ceiling in bedrooms and utility room - noted in the inspection report and supported by photos.
- **\$165** - to replace the missing bathroom fan and cover, replace smoke detectors, and replace broken or missing electrical covers - noted in the inspection report and supported by photos.
- **\$300** - interior painting - consistent with damage to drywall noted in the inspection report and photographs.
- **\$500** - to repair the electrical meter that was damaged - noted in the inspection report and supported by photos. At the hearing the Applicant testified that the utility company had provided them with the estimate for this work.

Total for cost of repairs: **\$7,778.33**

- **\$335** total for cleaning - The Applicant claimed \$335 for cleaning. These costs were supported by the inspection report and photographs.

Cost of repairs	\$7,778.33
Cleaning costs	<u>\$ 335.00</u>
Total costs of repairs and cleaning	<u><u>\$8,113.33</u></u>

Based on the evidence and testimony I find the reasonable costs for repairs and cleaning is \$8,113.33.

Orders

An order will issue requiring the Respondent to pay \$8,113.33 for costs of repairs and cleaning (p. 42(3)(e), p. 45(4)(d)).

Janice Laycock
Rental Officer