

IN THE MATTER between **TB**, Applicant, and **KA**, 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:

TB

Applicant/Landlord

-and-

KA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 22, 2023

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant
PS, representing the Applicant
GB, representing the Applicant

Date of Decision: November 23, 2023

REASONS FOR DECISION

An application to a rental officer made by TB as the Applicant/Landlord against KA as the Respondent/Tenant was filed by the Rental Office May 12, 2023. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was deemed served on the Respondent by email on June 1, 2023.

The Applicant claimed the Respondent had failed to pay rent when due and had accumulated arrears. The Respondent had also abandoned the tenancy and were responsible for compensation for lost rent, as well as costs associated with damages and cleaning . An order was sought for payment of rental arrears, payment of compensation for lost rent, and payment of expenses related to repair of damages and cleaning.

A hearing was scheduled for June 14, 2023, but was rescheduled at the request of the Applicant in order for them to complete repairs and obtain final costs. A hearing was held on August 2, 2023, by teleconference. AS and PS from Triton Property Management appeared at the hearing representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent had received sufficient notice, the hearing proceeded in their absence, as provided for in subsection 80(2) of the *Residential Tenancies Act* (the Act).

At this hearing I made decisions on the rental arrears and compensation for lost rent, but adjourned hearing the Applicant's claim for expenses related to tenant damages and cleaning pending further information including a copy of the signed copy of the tenancy agreement including the addendum on furniture, copies of the entry and exit inspection reports, further details to support the claim for costs related to cleaning and repair of damages, age of furniture being replaced and pictures of furniture at move-in, as well as proof of service on the Respondent. I also asked the Applicant to file an addendum to their application if they wished to include a claim for utilities.

The hearing resumed on November 22, 2023, by three-way teleconference. AS, PS and GB from Triton Property Management appeared at the hearing representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent had received notice of the hearing by email deemed served on October 30, 2023, the hearing proceeded in their absence, as provided for in the Act.

At the hearing I reserved my decision on the costs claimed for cleaning and repair of damages to further review the evidence and check my calculations, and I adjourned consideration of a claim for costs to replace carpeting in the bedrooms asking for further information to support this claim, including the age of the carpet and further evidence to support this claim.

Tenancy agreement

Evidence was provided establishing a residential tenancy agreement for the term July 1, 2019 to June 30, 2020 and then continuing month to month. The rent was \$2,550 per month. The Applicant testified at the hearing on August 2, 2023, they became aware on May 3, 2023, by phone with the Respondent that they were no longer living in the rental premises and did not wish to return.

At the hearing on August 2, 2023, I found a valid tenancy agreement was in place in accordance with the Act and this tenancy was terminated on May 3, 2023.

Tenant damages and cleaning

The Applicant claimed costs for repair of damages and cleaning. Prior to the hearing on November 22, 2023, they provided copies of the entry and exit inspection reports, photographs and copies of receipts and invoices to support their claim. The costs include the following:

- \$1,345.05 - cleaning, including GST. A copy of the invoice from CleanScene Yellowknife was provided. The invoice details cleaning required to the unit including \$635 for “extreme stain removal” on the carpet in three bedrooms.
- \$126 (\$120 + \$6 GST) - to move furniture out that was damaged. A copy of the invoice for this work was provided as evidence.
- \$1,839.12 - supplies including GST - supported by receipts for the supplies purchased including paint and painting supplies, door hardware, doors, LED lights, window handles.
- \$57.95 - shop supplies including GST- at the hearing the Applicant testified that this amount was for screws and other supplies from their shop.
- \$1,200 - new door and frame with installation and removal of old frame including GST - at the hearing the Applicant testified that prior to vacating the rental premises, the Respondent’s boyfriend had kicked in the door when they and the Respondent were unable to get into the rental unit. They called the Landlord to let them know about the damage, taking responsibility for the costs. Copy of invoices for materials and labour provided includes GST.
- \$840 - patching, mudding, sanding drywall and prime painting including GST - copy of invoice from SL painting provided.
- \$2,835 - (\$2,700 + 135 GST) 36 hours at \$75 per hour for labour to purchase supplies and carry out repairs and to complete finish painting, also including labour to temporarily repair exterior door.

TOTAL \$8,243.12 including GST

I am satisfied that the costs for cleaning and repair of damages to the rental premises claimed above are reasonable and supported by evidence and the testimony of the Applicant. I find the Respondent is responsible for costs to clean and repair damages totalling \$8,243.12.

The Applicant also claimed \$3,150 + GST to replace the furniture that was provided with the rental premises. They testified that at the end of the tenancy the furniture was so damaged that it was worthless and had to be removed to the dump. Prior to this hearing along with the inspection reports and photographs, they provided a copy of the written tenancy agreement including section 5 “Services and Facilities” listing the furniture included with the rental premises, photographs of the furniture taken when the Respondent took possession of the rental premises, and reported that the furniture was purchased in 2013 and the Landlord did not have receipts to support their claim. At the hearing I denied the claim for replacement of the furniture. Like appliances or other building elements, furniture has a useful life. In the case of furniture the average useful life is ten years. In this case the furniture was purchased in 2013, was ten years old, and had reached the end of its useful life, therefore the depreciated value was \$0. Also, I was not persuaded by the evidence or testimony of the Applicant, that an exception to this standard for useful life should be made in this case.

Security deposit

According to the evidence and testimony of the Applicant the Respondent’s security deposit with interest totalled \$2,252.12 had been retained by the Applicant. When the security deposit is applied against the costs for repair of damages and cleaning totalling \$8,243.12, the amount currently owing by the Respondent for repair of damages and cleaning is \$5,991.00.

\$8,243.12 - currently claimed for repair of damages and cleaning.

-\$2,252.12 - security deposit retained by the landlord.

\$5,991.00 total owing for cleaning and repair of damages.

Utilities

The Applicant also submitted a claim for utilities owing totalling \$661.89. This was not part of the filed application. When adjourning the hearing on August 2, 2023, I advised the Applicant that if they wished to pursue a claim for utilities when the hearing resumed, they would need to file an addendum to the application. No addendum was filed, and at the hearing on November 22, 2023, when this matter was raised, I advised them to file an application if they wished to proceed with a claim for unpaid utilities.

Orders

An order will issue requiring the Respondent to pay costs for repair of damages and cleaning totalling \$5,991.00.

Janice Laycock
Rental Officer