

IN THE MATTER between **HNT**, Applicant, and **KK**, 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:

**HNT**

Applicant/Landlord

-and-

**KK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:**                   **October 10, 2023**

**Place of the Hearing:**               **Yellowknife, Northwest Territories**

**Appearances at Hearing:**       **PS, representing the Applicant**  
  **KK, the Respondent**

**Date of Decision:**                   **November 9, 2023**

**REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against KK as the Respondent/Tenant was filed by the Rental Office June 27, 2023. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the Respondent July 20, 2023.

The Applicant alleged the Respondent 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 costs for repairs and cleaning.

A hearing was held October 10, 2023, by three-way teleconference. PS appeared representing the Applicant. KK appeared as the Respondent.

**Tenancy agreement**

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing that began on June 6, 2013. The Respondent was transferred to a different rental premises under the same tenancy agreement on December 8, 2022. This application is regarding the condition of the rental premises that was vacated December 8, 2022. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

**Repairs and cleaning**

The Applicant provided the entry and exit inspection reports, photographs, and a quote from the building owner in support of the following claims for repairs and cleaning:

Removal and disposal of items, garbage, and debris	\$600.00
Cleaning throughout, including carpets	\$760.00
Replace four electrical covers and one electrical socket	\$220.00
Replace four and reinstall two interior doors	\$2,000.00
Replace five sections of interior door trims	\$960.00
Replace three light bulbs	\$75.00
Replace dining room transition strip	\$150.00
Replace four kitchen cupboard door knobs	\$120.00
Repatch and/or repair walls throughout	\$2,940.00
Replace one freezer bar, two crispers, and fridge shelf	\$440.00
Replace three door stoppers	\$75.00

Replace one towel bar and one toilet paper holder	\$200.00
Replace one bathroom drawer cover	\$120.00
Replace one radiator heating cover section	\$250.00
Sub-total	\$8,910.00
10% Admin Fee	\$891.00
5% GST	\$490.05
<b>Total</b>	<b>\$10,291.05</b>

The parties agreed that during the course of this tenancy there were three major floods at the rental premises causing damages. The Tenant was not responsible for any of the floods and was accommodated for the most part at the time by the Landlord.

The Respondent questioned her responsibility for cleaning the carpets, indicating that the carpets were old when she moved in, hadn't been replaced after any of the floods, and due to the floods the carpets no longer properly fit on the floor. After each flood the carpets and sub-floor were dried by pulling up the carpets and running an industrial dryer in the rooms before laying the carpets back down.

I will note at this point that the Respondent is not being charged for replacing or repairing any of the flooring. She is only being charged for cleaning the premises, including vacuuming and steam cleaning the carpet.

The exit inspection report includes a notation that the premises required a full clean. The photographs support that claim, including showing that there were items, garbage, and debris left behind, and that the carpets had not been vacuumed in some time.

Section 45(2) of the Act clearly sets out the tenant's responsibility for maintaining the ordinary cleanliness of the rental premises during the tenancy. This extends to returning possession of the premises at the end of the tenancy in an ordinary state of cleanliness. Regardless of the issues and impact of the flooding – which the Respondent is not responsible for – and regardless of the age of the carpet, and regardless of what the building owner intends to do with the rental premises after it's vacated, the Respondent is still obligated to clean the premises. The Respondent did not do this. I am satisfied the Respondent is liable for the costs of cleaning the premises, including the carpets.

The Respondent questioned why she was being charged to replace any of the interior doors, claiming that they were all still in the premises. The doors had to be taken down because the flooding warped the floors causing the doors to drag and be difficult to open and close.

The exit inspection report, invoice, and photographs confirmed the Respondent's statement with respect to two of the interior doors having been removed from their hinges and stored in the premises. However, those documents also confirmed that the remaining four doors were in fact damaged well beyond what could be explained away by the warped floor. As such, the Applicant's claimed costs for the replacement of four interior doors and the reinstallation of two interior doors is valid. I am satisfied the Respondent is liable for those costs.

Included in the claims for repairing or replacing five sections of door trim is a section above the storage room door frame. I noted in the entry inspection report that the storage room door trim was already damaged at the beginning of the tenancy, and there is no evidence to suggest it had been repaired during the tenancy. While I am satisfied the Respondent is responsible for the remaining four sections of door trim, I am not satisfied that the Respondent is responsible for repairing the storage room door trim. The provided invoice lists the cost to replace and install the storage room door upper trim at \$120; that claimed amount is denied.

The Respondent questioned why she was being charged to replace the dining room transition strip. She testified that when that part of the flooring was replaced there was already water damage from the flooding that had warped the floor. As a result, the transition strip had never laid flat and was a tripping hazard. It broke off after repeatedly being tripped over. Recognizing the probability of this issue given the circumstances of the repeated flooding, I am not satisfied the Respondent is responsible for the damage to the transition stripping. As such the claim of \$150 to replace the transition stripping is denied.

The Respondent questioned why she was being charged to replace four missing kitchen cabinet door knobs when it was her understanding that the Landlord was going to be gutting and replacing the entire kitchen. The Applicant replied that whether the building owner decided to do renovations or not, the kitchen cabinet doors were in good condition and could be reused. The fact that the cabinet door knobs were missing remains the Tenant's liability regardless of what the building owner's intention for the premises is.

In that I agree with the Applicant. Section 42(1) of the Act clearly sets out the tenant's responsibility for repairing damages caused by the tenant's wilful or negligent conduct, or that of persons permitted in the premises by the tenant. The kitchen cabinet door knobs were present at the beginning of the tenancy. They were not present at the end of the tenancy. I am satisfied the Respondent is liable for the costs of replacing the four kitchen cabinet door knobs.

A claim of \$300 to patch a section of the bathroom wall above the toilet was withdrawn by the Applicant after acknowledging that the damage appeared to be water damage from a leak coming through the ceiling.

The Respondent questioned being charged for the replacement of the two refrigerator crisper drawers claiming that they went missing from the common hallway where she left them after cleaning up upon her return to the premises after one of the floods. She claimed that there wasn't room in the premises to leave them to dry. Given that it was the Respondent's actions in leaving the crispers unattended in the common hallway that resulted in their disappearance, I am satisfied that the Respondent is liable for the costs to replace them.

The Respondent disputed that she was responsible for the missing section of radiator heating cover. The Respondent explained that the radiator cover clips were removed when the contractors were lifting the carpet after one of the floods, and that the clips were never replaced. The section that the clips held in place was disposed of by the contractors with other materials and never replaced. Although she could not provide any documentary proof, she testified that she had repeatedly called the Landlord to replace the missing section. The Applicant could not locate any work orders regarding the missing section, but to my mind that does not prove that the Respondent did not contact them about it. The Respondent's explanation of what happened to the section seems credible in the circumstances, and on a balance of probabilities I am not satisfied the section went missing due to the Respondent's actions. The Applicant's claim of \$250 to replace the radiator heating cover section is denied.

The Respondent also disputed the amount claimed for the administration fee, which is calculated at 10 percent of the sub-total of the costs. The administration fee is imposed by the Landlord to recover the administrative costs of managing the repairs and cleaning that would not have been incurred had the Tenant fulfilled their obligations in that regard. This is a reasonable claim and is allowed as it is considered a monetary loss suffered as a direct result of the Tenant's breaches.

The remaining claims were undisputed and I found the costs reasonable, despite the Respondent's lamentations as to the affordability of the claims given her low income.

I am satisfied the Respondent is responsible for the following repairs and cleaning:

Removal and disposal of items, garbage, and debris	\$600.00
Cleaning throughout, including carpets	\$760.00
Replace four electrical covers and one electrical socket	\$220.00
Replace four and reinstall two interior doors	\$2,000.00
Replace four sections of interior door trims	\$840.00

Replace three light bulbs	\$75.00
Replace four kitchen cupboard door knobs	\$120.00
Repatch and/or repair walls throughout	\$2,640.00
Replace one freezer bar, two crispers, and fridge shelf	\$440.00
Replace three door stoppers	\$75.00
Replace one towel bar and one toilet paper holder	\$200.00
Replace one bathroom drawer cover	\$120.00
<b>Sub-total</b>	<b>\$8,090.00</b>
10% Admin Fee	\$809.00
5% GST	\$444.95
<b>Total</b>	<b>\$9,343.95</b>

I find the Respondent liable to the Applicant for costs of repairs and cleaning in the amount of \$9,343.95.

**Order**

An order will issue requiring the Respondent to pay costs of repairs and cleaning in the amount of \$9,343.95 (p. 42(3)(e), p. 45(4)(d)).

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Adelle Guigon  
Rental Officer