

IN THE MATTER between **HNT**, Applicant, and **DL**, 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-

DL

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 31, 2023
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	PS, representing the Applicant
<u>Date of Decision:</u>	December 5, 2023

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against DL as the Respondent/Tenant was filed by the Rental Office October 2, 2023. 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 deemed served October 24, 2023, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The Applicant alleged the Respondent had caused damages to the rental premises and 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 on October 31, 2023, by three-way teleconference. PS appeared representing the Applicant. DL was served with notice of the hearing by registered mail deemed served October 24, 2023. 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 Act.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing June 24, 2015. The Respondent was transferred into the current rental premises on April 24, 2018. The tenancy ended when the Respondent was evicted from the rental premises on March 22, 2023. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Repairs and cleaning

The Applicant provided the entry and exit inspection reports, invoices, and photographs in support of claims for the following repairs and cleaning:

Removal and disposal of items, garbage, and debris	\$2,044.00
Removal of carpets, sanitizing unit, removal of pet faecal odour, paint and seal floors	\$10,000.00
Reinstall existing floor trim	\$1,500.00
Replace carpet with laminate	\$5,000.00
Replace burnt lino in kitchen and entrance	\$2,000.00
Patch and paint walls throughout	\$4,500.00
Paint ceiling due to smoke damage	\$2,200.00
Replace towel bar	\$250.00
Replace two interior doors	\$1,200.00

Replace one window screen	\$400.00
Replace four bifold doors	\$2,000.00
Replace two windows	\$2,000.00
Replace front entry door	\$1,400.00
Replace balcony door jamb and window	\$1,200.00
Replace patio door screen	\$400.00
Sub-total	\$36,094.00
10% Admin Fee	\$3,609.40
5% GST	\$1,985.17
Total	\$41,688.57

Removal of carpets, sanitizing unit, removal of pet faecal odour, paint and seal floors

Although the entry inspection report indicates that the carpets were stained at the beginning of the tenancy, it is clear from the exit inspection report, photographs, and the Applicant's testimony that the Respondent had not maintained the ordinary cleanliness of the rental premises and permitted her cat to defecate throughout much of the premises. The Applicant's representative explained that the degree of uncleanliness had saturated through the carpets, underlay, and sub-flooring, requiring the referenced services to return the sub-flooring to a good condition able to accept new flooring. I am satisfied the Respondent is responsible for the extraordinary uncleanliness of the carpets, underlay, and sub-flooring, and consequently is liable for the costs to repair those things.

Replace carpet with laminate

Despite having found the Respondent liable for the above referenced costs to remove and repair the carpets, the replacement of the carpets with laminate is denied. The Applicant's representative was asked to confirm the age of the carpets in order to assess whether depreciation can be considered. The Applicant's representative made inquiries of the building owner, NV, whose only response was that the carpets were more than seven years old. Given the minimum age of the carpets, I believe it more likely than not that the carpets are closer to at least 10 years old, and as such I am satisfied the Landlord has fully benefited from the average useful life of the carpets. The carpets would have been due for replacement whether the Respondent had damaged them or not, simply as a result of ordinary wear and tear. Given there is no depreciation to calculate, the Applicant's claim for costs to replace the carpets with laminated flooring is denied.

Replace burnt lino in kitchen and entrance

There was no evidence in either the entry or exit inspection reports or in the photographs documenting burnt lino in the kitchen and entrance. The Applicant's representative was also unaware of any burnt flooring, but was granted the opportunity to inquire with NV where this charge was coming from. NV's only response was that the burnt flooring "was probably under garbage during the move out". I find this response wholly unsatisfactory. I cannot make a finding based on the evidence presented that the kitchen and entry flooring was burnt, let alone that the Respondent is responsible for it. The Applicant's claim for costs to replace the burnt lino in the kitchen and entrance is denied.

Paint ceiling due to smoke damage

There was no evidence in either the entry or exit inspection reports or in the photographs documenting smoke damage to any parts of the ceiling. The Applicant's representative was also unaware of any such smoke damage, but was granted the opportunity to inquire with NV where this charge was coming from. NV's only response was that the "ceilings were stained badly". Again, this response is wholly unsatisfactory as it fails to provide details or evidence of the alleged staining, or to explain how the Respondent is responsible for it. The Applicant's claim for costs to paint the ceiling due to smoke damage is denied.

Front entry door

The exit inspection report documents that there are nicks on the door and that a door saver had been installed. The photographs show that the nicks are in fact small dents on the outside of the door and that a door saver was installed. There is no evidence to support the suggestions that the door was no longer functional and that it couldn't be repaired. There is no evidence to explain how the door handle and deadlock were damaged to require the installation of a door saver. There is no evidence to suggest that the door saver was no longer adequate to secure the premises. There is no evidence to explain how the Respondent is responsible for any of those damages, or how and when the damages occurred.

Given the referenced damages appear to have been caused from outside the rental premises, it seems more likely than not that someone who was not being permitted into the premises caused the damages. I cannot be satisfied that the Respondent is responsible for causing the damages to the front entry door, and therefore the Applicant's claim for costs to replace the front entry door is denied.

All the remaining claims have been made out to my satisfaction as being the Respondent's responsibility, and the associated costs of repairs and cleaning for those remaining items are allowed. Including accounting for a \$44.48 rent credit as of the end of the tenancy and the security deposit of \$1,629.36, the total remaining balance of costs for repairs and cleaning for which the Respondent is liable are as follows:

Removal and disposal of items, garbage, and debris	\$2,044.00
Removal of carpets, sanitizing unit, removal of pet faecal odour, paint and seal sub-floors	\$10,000.00
Reinstall existing floor trim	\$1,500.00
Patch and paint walls throughout	\$4,500.00
Replace towel bar	\$250.00
Replace two interior doors	\$1,200.00
Replace one window screen	\$400.00
Replace four bifold doors	\$2,000.00
Replace two windows	\$2,000.00
Replace balcony door jamb and window	\$1,200.00
Replace patio door screen	\$400.00
Sub-total	\$25,494.00
10% Admin Fee	\$2,549.40
5% GST	\$1,402.17
Total	\$29,445.57
Less Rent Credit	\$44.48
Less Security Deposit	\$1,629.36
Remaining Balance	<u>\$27,771.73</u>

Order

An order will issue requiring the Respondent to pay costs of repairs and cleaning in the amount of \$27,771.73.

Adelle Guigon
Rental Officer