

IN THE MATTER between **HNT**, Applicant, and **JL**, 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 Providence, in the Northwest Territories**.

BETWEEN:

HNT

Applicant/Landlord

- and -

JL

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to paragraph 42(3)(e) of the *Residential Tenancies Act*, the Respondent shall pay the Applicant costs for repair of damages in the amount of \$1,568.94 (one thousand five hundred sixty-eight dollars ninety-four cents).

DATED at the city of Yellowknife in the Northwest Territories this 18th day of December, 2023.

Janice Laycock
Rental Officer

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-and-

JL

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REASONS FOR DECISION

Date of the Hearing: December 13, 2023

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MB, representing the Applicant

Date of Decision: December 15, 2023

REASONS FOR DECISION

An application to a rental officer made by FPHA on behalf of HNT as the Applicant/Landlord against JL as the Respondent/Tenant was filed by the Rental Office November 1, 2023. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Providence, Northwest Territories. The filed application was served on the Respondent by registered mail on November 23, 2023.

The Applicant claimed that the Respondent, a former tenant, was responsible for costs to repair damages during their tenancy. An order was sought for payment of tenant damages.

A hearing was held on December 13, 2023, by three-way teleconference. MB attended the hearing representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent had been provided sufficient notice, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

I reserved my decision at the hearing and requested further information to support the Applicant's claim for costs to repair tenant damages. That information was provided to the Rental Office on December 14, 2023.

Previous order

Previous Rental Officer Order #17955, HNT v JL, dated May 31, 2023, required the Respondent to pay rental arrears in the amount of \$655.28, pay costs to repair two windows in the amount of \$803.70, termination of the tenancy agreement on June 15, 2023 and eviction on June 16, 2023.

Tenancy agreement

The Applicant provided as evidence a written tenancy agreement between FPHA and JL for subsidized public housing. This agreement commenced on January 1, 2023 and continued month to month until the Respondent vacated the rental premises on June 14, 2023.

I am satisfied a valid tenancy agreement was in place in accordance with the Act, and this tenancy was terminated on June 14, 2023.

Tenant damages

The Applicant claimed \$4,391.12 for costs to repair damages and provided as evidence copies of the entry and exit inspection reports, photographs documenting the condition of the rental premises at the end of the tenancy, as well as invoices and work orders detailing the work completed.

The claim includes the following:

- \$2,598.58 - Invoice 450771 total including GST \$123.74 and Work Order TD392664 documenting labour (\$496.16 - labour 14 hours) and materials for painting and repair of damages including:
 - \$115.91 - electrical plates and fixtures
 - \$123.32 - range hood fan
 - \$441.98 - 2 interior doors
 - \$73.98 - door passage lock
 - \$499.99 - exterior door
 - \$523.51 - drywall compound, drywall and paint
 - \$199.99 - faucet\$1,978.68
- \$1,087.20 - Invoice 452970 total including GST \$51.77 and Work Order TD392773 for 1 hour labour \$35.44 and materials \$999.99 to replace the refrigerator.
- \$705.34 - invoice 454578 total including GST 33.59 and Work Order TD 399553 labour 4 hours \$141.76 and materials \$529.99 for exterior door.

At the hearing the Applicant testified that the repairs detailed in the previous order had been completed and the repairs claimed now were for damages to the unit, that occurred since that order was issued.

The Applicant's claim includes replacement of two exterior doors; I agreed that based on the evidence the an exterior door and frame were damaged and replacement was required. However, according to the evidence the Applicant had claimed costs to replace two exterior doors. I reserved my decision asking the Applicant to explain why two doors were claimed and why the Respondent was being held responsible for the damages.

Under subsection 42(1) of the Act, a tenant is responsible for damages caused by "wilful or negligent conduct of the tenant or persons who are permitted on the premises by the tenant". The Applicant testified at the hearing that they believed the Respondent was responsible for the damages. On December 14th they provided additional information, "talked with the maintenance staff and the door is supposed to be removed as it's the wrong size on WO392664. The maintenance staff mentioned that he [Respondent] is responsible as he never wanted to report to RCMP about vandalism and was willing to pay for it."

Based on the testimony and evidence, I understand that two doors are being charged because one door was the wrong size, this seems to me an error that is not the fault of the Respondent, and they should not pay for the first door. Also, I am not convinced that the damages,

described in the evidence as “vandalism” are the responsibility of the Respondent. Although I understand the Applicant requires a report be made to the RCMP when there is vandalism, the Act does not. The Applicant needs to provide evidence that the damages were caused by the Respondent or someone they allowed to enter the rental premises, and in my opinion they have not done that. I am denying the claim for charges related to the replacement of the exterior doors as follows:

- \$599.41 - WO TD 392664 - labour 2 hours \$70.88 + material costs \$499.99 = \$570.87 + GST \$28.54
- \$705.34 - WO TD 399553 - labour 4 hours \$141.76, materials \$529.99 = \$671.75 + GST \$33.59

At the hearing I also asked about the charges in WO TD 392664 to replace the range hood and a faucet for the tub and shower, as neither of these were noted in the inspection report, and the photo of the kitchen shows the range hood in good condition. The Applicant acknowledged that these were not supported by the evidence and agreed to remove them from their claim, resulting in a further reduction in the claim of \$413.90 - labour 2 hours \$70.88 + materials \$323.31 = \$394.19 + GST \$19.71.

Finally, the Applicant also claimed costs associated with the replacement of the refrigerator and the range, although according to the work order there is only a charge for “Fridge - 11.5 cu. ft FFET1222QW Top Freezer” for \$999.99. The replacement was supported by a photo showing holes punched into the side of the unit and was noted in the inspection report. At the hearing I asked the Applicant to provide the age of the refrigerator.

After the hearing the Applicant provided information to the Rental Office, including a work order showing the refrigerator was replaced in October, 2018. Based on this date, and the date that the new refrigerator was install, end of September 2023, the Applicant had about 5 years out of 15 years useful life of the appliance. The depreciated value of the appliance is \$666.66 - price of appliance new \$999.99 /15 useful life x 10 remaining life = \$666.66. \$666.66 depreciated value of refrigerator + labour \$35.44 = \$702.10 + GST \$35.10 = \$737.21. Total claimed \$1,087.20 - \$737.21 = \$349.99 amount denied on Invoice #452970.

Value of claims denied:

- \$599.41 - Exterior Door - Invoice 450771 and WO TD 392664 - labour 2 hours \$70.88 + material costs \$499.99 = \$570.87 + GST \$28.54
- \$705.34 - Exterior Door - Invoice 454578 and WO TD 399553 - labour 4 hours \$141.76, materials \$529.99 = \$671.75 + GST \$33.59
- \$413.90 - Range hood fan and Faucet Invoice 450771 and WO TD 392664 - labour 2 hours \$70.88, materials \$323.31 = \$394.19+ GST \$19.71.
- \$349.99 - depreciation on fridge - Invoice 452970 and WO TD 392773 + GST

\$2,068.64

Of the total amount claimed for repair of damages \$4,391.12 , I deny \$2,068.84, leaving \$2,322.28 remaining on the claim. I am satisfied these remaining charges are supported by the evidence and testimony and are reasonable and find the Respondent is responsible for costs to repair damages totalling \$2,322.28.

Security deposit

According to the statement detailing the security deposit provided as evidence, at the end of their tenancy the Respondent's security deposit with interest was \$753.34. When this amount is applied against the costs for repair of damages, the amount remaining that can be ordered is \$1,568.94.

Orders

An order will issue requiring the Respondent to pay costs for repair of tenant damages in the amount of \$1,568.94 (p. 42(3)(e)).

Janice Laycock
Rental Officer