

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

OC

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 \$4,370.19 (four thousand three hundred seventy dollars nineteen cents).

DATED at the city of Yellowknife in the Northwest Territories this 14th day of December, 2023.

Janice Laycock
Rental Officer

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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-

OC

Respondent/Tenant

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 14, 2023

REASONS FOR DECISION

An application to a rental officer made by FPHA on behalf of HNT as the Applicant/Landlord against OC 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 24, 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).

Previous order

Previous Rental Officer Order #17809, NTHC v OC, dated January 4, 2023, required the Respondent to pay rental arrears in the amount of \$5,300.71, pay repair costs in the amount of \$1,853.51, pay the rental arrears and repair costs in four equal payments of \$1,788.55, and pay rent when due.

Tenancy agreement

The Applicant provided as evidence a written tenancy agreement between FPHA and OC for subsidized public housing. This agreement was for the term October 1, 2012 to June 30, 2023. The tenancy was terminated when the tenant vacated the rental premises on May 26, 2023.

I am satisfied a valid tenancy agreement was in place in accordance with the Act, and this tenancy was terminated on May 26, 2023.

Tenant damages

The Applicant claimed \$5,321.38 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:

- \$4,378.42 - Invoice 452989 total including GST \$208.50 and Work Order TD390320 documenting labour (\$3,030.12 - labour 85.5 hours) and materials to repair and paint drywall, replace exterior door, replace interior door, repair cabinets including:
 - ▶ \$197.83 - drywall compound and drywall
 - ▶ \$499.99 - exterior steel door
 - ▶ \$441.98 - 2 interior doors.\$1,139.80
- \$942.96 - Invoice 454585 total including GST \$44.90 and Work Order TD387772 for 1 hour labour \$35.44 and materials (2 windows) at \$862.62.

At the hearing I pointed out that the previous Rental Officer Order #17809 included costs for repairs to interior door and windows. 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.

On the Applicant's claim for replacement of the exterior door and windows; I agreed that based on the evidence the door and frame were damaged, it looked like someone had repeatedly kicked the door, and needed to be replaced. Two of the windows were broken, one from the outside and one from the inside. I asked for evidence that the Respondent was 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 they believed the Respondent was responsible for the damages as they were often drinking, having parties, fighting, and these activities were resulting in damages inside the rental unit and to the outside of the exterior door, the inside of one window and the entire glass on another window. The Applicant believed the Respondent did not report the damages, because they were responsible and did not want to pay the costs of repairs.

I stated at the hearing that I did not think these beliefs constituted actual evidence that the Respondent was responsible for the damages. There are other explanations. It is possible the another person, beside the Respondent, tried to break down the door. On the windows I agreed that the damages were most likely the responsibility of the Respondent as they were broken from the inside. However, I reserved my decision at the hearing on their claim for tenant damages, in order to further review the evidence and testimony.

Based on a further review of the evidence and testimony I am not convinced that the damages to the outside of the door were caused by the Respondent or someone they allowed to enter the rental premises. I am denying the claim for charges related to the replacement of the exterior door - labour 2 hours \$70.88 + material costs \$499.99 = \$570.87 + GST \$28.54 = \$599.41.

\$5,321.38 claimed - \$599.41 denied = \$4,721.97

I am satisfied the remaining charges are supported by the evidence and testimony and are reasonable and find the Respondent is responsible for costs to repair damages totalling \$4,721.97

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 \$351.78. When this amount is applied against the costs for repair of damages, the amount remaining that can be ordered is \$4,370.19.

Orders

An order will issue requiring the Respondent to pay costs for repair of tenant damages in the amount of \$4,370.19 (p. 42(3)(e)).

Janice Laycock
Rental Officer