

IN THE MATTER between **HNT**, Applicant, and **SA**, 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 **Hal Logsdon**, Rental Officer,

BETWEEN:

HNT

Applicant/Landlord

-and-

SA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 23, 2024

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: PS, representing the Applicant

SA, Respondent

Date of Decision: January 24, 2024

REASONS FOR DECISION

The tenancy agreement between the parties was monthly and commenced on April 1, 2012. The premises are subsidized public housing. During the term of the tenancy, the Respondent was relocated several times. The most recent move took place on or about December 19, 2022.

The Applicant alleged that the Respondent had breached the tenancy agreement by failing to pay the full amount of rent, failing to pay for the cost of electricity during the term of the tenancy, and failure to pay for repairs to the premises which were the result of the tenant's negligence. The Applicant sought an order requiring the Respondent to pay the alleged rent arrears and repair costs and to pay for the cost of electricity in the future. The Applicant also sought an order terminating the tenancy if the rental arrears were not promptly paid.

A previous order (file #10-12744, filed on May 9, 2012) ordered the Respondent to comply with their obligation to pay for electricity and not breach that obligation again.

The Applicant provided a lease balance statement in evidence indicating all rent assessments, repair charges and payments. The statement indicated a balance owing as at January 19, 2024 of \$5,344.66. The Applicant testified that no transactions had occurred since that date. The Applicant testified that the balance consisted of rent arrears of \$480 and repair costs of \$4864.66. The Applicant stated that since the application was made, the electrical costs had been fully paid by the Respondent.

The Applicant also provided inspection reports of the premises, photographs of the premises at the time of the check-out inspection and an itemised list of repair costs.

The Respondent did not dispute the rent arrears but did not agree with the alleged damages or repair costs.

Rent Arrears and Electrical Costs

I find the statement in order and find rent arrears of \$480.

The statement indicates that the Applicant paid \$556.76 on behalf of the Respondent for electrical charges in January, 2023. The statement indicates that amount was re-paid by the Applicant in January 2024. I find no current outstanding electrical costs but note that the Respondent was previously ordered to comply with their obligation to pay for the costs of electricity during the term of the agreement. I find the Respondent was in breach of that order but is currently in compliance with that obligation.

Repair Costs

The premises are owned by a third party and commercially rented to the Applicant. Although the lease between the Applicant and third party is unknown, it appears that the third party carries out repairs to the premises and charges the Applicant for repair costs believed to be the result of the social housing tenant's negligence.

The Applicant provided an itemised list of repairs and repair costs for the rental premises from the third party owner totalling \$4944.50 which includes a 10% "service fee". To this amount, the Applicant has added another 10% "service fee" and GST resulting in a total amount of \$5710.90.

The Respondent disputed a \$1500 charge for general cleaning of the premises. The photographs indicate that the apartment required light cleaning in order to meet the standard of "ordinary cleanliness", the standard set out in section 45 of the *Residential Tenancies Act*. The photographs indicate that floors required sweeping and occasional dry mopping and shelving required dusting. The refrigerator was left in an unclean state and there were a few wall decorations remaining in one bedroom. The bathroom tile grout is quite stained but the condition of the grouting and tub caulking is in such poor condition, I doubt it could be effectively cleaned. The counter tops are clean and there was no household garbage or personal goods left in the premises. I also note that cleaning costs claimed by the Applicant for apartments of similar size, but in worse condition in terms of cleanliness have cost about \$600 to clean. In my opinion, the cleaning cost sought is unreasonable and a reasonable cost is \$450.

The Respondent also disputed the cost of \$200 to repair the bathroom vanity. The check-out report does not indicate any damage to the vanity but the photographs show extensive peeling paint. The Respondent testified that a leak in the apartment above had flooded the bathroom. The damage to the vanity certainly appears to be the result of excessive moisture and not caused by the Respondent's negligence. The requested repair cost of \$200 is denied.

A spring door stop was missing at the final inspection and a photograph was provided in evidence. The replacement cost claimed is \$60. In my opinion, this cost is unreasonable. The spring doorstop is available for less than \$5.00 and installation requires one screw and five minutes of labour. In my opinion compensation of \$10 is reasonable.

The most significant damage to the apartment is damage to the interior doors. Almost every door in the apartment is damaged beyond repair including a bifold door panel. I find the door repairs reasonable. Other less significant repairs are adequately documented in the inspection reports and photographic evidence and the costs are, in my opinion, reasonable.

In my opinion, the service fee should be incorporated in the labour charge for each repair. A service charge has been justified previously by arguing that repairs due to tenant damage are not anticipated as tenants are not expected to damage the premises. When tenant damages occur, it is argued, it results in additional and unexpected administration expense. In this case, I can accept the

service fee levied by the owner but can not except the additional fee charged by the Applicant who has not incurred any significant additional expense.

I find the Respondent in breach of their obligation to repair damages to the premises and find repair costs of \$3690.23 to be reasonable, calculated as follows:

Cleaning	\$450.00
Interior/Bifold doors	2150.00
Refrigerator door handle	200.00
Door stopper	10.00
Drawer handles	45.00
Light bulb	10.00
Patch and paint wall	<u>330.00</u>
Subtotal	\$3195.00
Administration	319.50
GST	<u>175.73</u>
Total	\$3690.23

An order shall issue requiring the Respondent to pay the Applicant rent arrears of \$480 and repair costs of \$3690.23. I note that the Respondent was previously ordered to pay for electricity during the term of the tenancy. That order remains in effect.

The Respondent stated that they will pay the rent arrears promptly and expressed their willingness to set out a repayment plan with the Applicant to pay the repair costs. In my opinion, the parties should negotiate a mutually agreeable plan and the Respondent should be given time to demonstrate their willingness to retire the debt. If there is no progress to address the debt, the Applicant may file a future application seeking the termination of the tenancy agreement.

Hal Logsdon
Rental Officer