

IN THE MATTER between **HNT**, Applicant, and **RY**, 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 **city of Yellowknife, in the Northwest Territories**.

BETWEEN:

HNT

Applicant/Landlord

-and-

RY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 24, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant
TB, witness for the Applicant
ROL, Integrated Case Management

Date of Decision: April 25, 2024

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against RY as the Respondent/Tenant was filed by the Rental Office Feb 8, 2024. 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 on March 14, 2024.

In their original application, the Applicant claimed the Respondent was responsible for damages. On April 9, 2024, they amended the application claiming the tenant had also repeatedly disturbed the quiet enjoyment of the landlord and other tenants, by allowing others, including people alleged to be drug dealers into the building, and had also jeopardized the safety of other tenants and the landlord. The amendment to the application was deemed served on the Respondent, by registered mail, on April 16, 2024. An order was sought for payment of costs to repair damages, termination of the tenancy agreement, and eviction.

A hearing was scheduled for April 24, 2024 by three-way teleconference. PS appeared representing the Applicant. TB appeared as a witness for the Applicant. The Respondent did not appear nor did anyone appear on their behalf. ROL appeared representing the Integrated Case Management program, of which the Respondent is a client.

As notice of the hearing was provided to the Respondent on March 14, 2024, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Previous orders

Rental Officer Order #17379, NTHC v RY, issued November 9, 2021, required the Respondent to comply with their obligation to not disturb the quiet enjoyment of the landlord or tenants and not to breach this obligation again, and to pay costs for repairs and cleaning in the amount of \$8,456.15.

Tenancy agreement

The Applicant provided, as evidence, a written tenancy agreement between the parties for subsidized public housing at unit 201, 5123 53rd Street, Yellowknife commencing on February 7, 2018 and continuing month to month.

The Applicant testified that on April 6, 2023, the Respondent was moved into unit 17 of the Mary Murphy Seniors' Home, in Yellowknife, Northwest Territories. A copy of the tenancy agreement continuing their subsidized public housing tenancy at the Seniors' Home was provided to the Rental Office after the hearing.

According to the Applicant, the Respondent was struggling at their previous rental premises and there continued to be numerous disturbance complaints against them. It was agreed that moving the Respondent into the seniors' residence, where there was a full time caretaker, would be a better situation for the Respondent.

I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Tenant damages

The Applicant claimed costs totalling \$7,392.90 for damages to the Respondent's previous unit 201, at 5123 53rd Street. They provided entry and exit inspection reports dated April 14, 2023, photographs, a list of expenses for repair of damages, as well as an invoice to the Respondent #131724A, dated January 18, 2024.

Under subsection 68(1) of the Act, an application to a rental office must be made within six months after the breach of the obligation, and under subsection 68(3), a rental officer may extend the time for making an application where they believe it is not unfair to do so.

The Applicant testified and provided correspondence documenting their attempts to get a breakdown from the property owner of the cost of repairs. In this case, although the Respondent vacated the rental unit in April 2023, and an inspection was carried out April 14, 2023, the estimate of repairs was not provided until January 2024, and the repairs are only now completed. The Applicant testified that they understand it has been difficult to get contractors to complete the work.

Considering the attempts made by the Applicant to obtain the costs of repairs, as well as regular correspondence with the Respondent, and the impact of the wildfire evacuation from Yellowknife, I think it is not unfair to extend the time for making this application.

I would like to note that the claims for the repair of damages are based on the property owner's estimate, the Applicant testified that this acts as a final invoice for the repairs. The property owner has not provided the Applicant with any specific details on these repairs including actual invoices, material receipts, or a breakdown of the time and rate for labour.

The Applicant stated that in order to get the repairs completed and the unit back in use by their tenants, they need to pay the costs charged. They also claimed the contractors providing the estimates do not have time to provide a more detailed estimate.

At the hearing, I pointed out that in considering if the claim for costs for repair are reasonable as set out in paragraph 42(3)(e) of the Act, and supported by evidence, I also need to keep in mind subsection 5(1) of the Act, which requires the Applicant who is entitled to make a claim has mitigated their damages. I note it is difficult to do this considering the lack of detail provided in the property owner's estimate and the fact that the Applicant's representative does not have direct knowledge of the work carried out and is often not able to answer questions about the property owner's estimates.

The following is my review of the claim for costs to repair damages and related decisions:

1. \$400 - **\$400 approved** - Kitchen - to replace and install globe on light fixture - supported by evidence;
2. \$200 - **\$50 approved** - Dining Room/Living room - reinstall 2 screens - inspection report notes 2 screens are off and the photograph shows two screens in the living room next to the windows. At the hearing, I questioned the charges to pick up the screen and put it back on the window. The Applicant said the screens were damaged and this explained the cost. Neither the inspection report nor the estimate describes the screens as damaged, and although the Applicant said the photos show the screens are damaged, it is not clear to me that they are. As the tenant was responsible on move-out for re-installing the screens, I think that \$50 to re-install the screens is reasonable and supported by evidence;
3. \$400 - **\$400 approved** - Hallway - to replace light fixture - supported by evidence;
4. \$1,850 - **\$1,400 total approved** - Bedroom - to replace door \$600, replace a bi-fold closet door \$600, reinstall 2 bi-fold doors \$250, replace and install globe \$400 - At the hearing, I approved the costs to replace and install globe \$400, to reinstall 2 bi-fold doors \$250, but questioned the costs to replace the door and the bifold closet door.

The bedroom door is damaged, and the photos show a crack at the bottom of the door. At the hearing, the Applicant testified that the door could not be repaired, or it would cost more to repair than replace, and it wasn't fair to the next tenant to not replace the door. Considering the damages showing in the photo, I'm not sure that replacing the door is necessary and estimate costs for repair as follows:

Remove door, fill crack, sand filler, touch up paint repair, reinstall door - 4 hours x \$75 hour = \$300 + materials \$50 = **\$350 approved.**

Photos provided show the bifold closet door in the bedroom has a big hole in it and needs to be replaced, however, I question the claim for \$600 to replace the door and reinstall it. I estimate the costs as follows: replace the door - materials \$200 + \$200 (labour to reinstall and to pick up the door - 1 hour each) = **\$400 approved.**

5. \$650 - **\$650 approved** - Bathroom - replace door \$600, replace and install door stopper \$50. Supported by evidence.
6. \$2,900 - **\$1,600 total approved** - patching and painting - re-do 5 places in living room/dining room \$1,500, re-do 3 patches in bedroom \$900, redo patch and paint in bathroom \$500. At the hearing, I questioned this estimate, the photos show that the tenant had patched the walls in a number of places, and although the patches were rough and required sanding and painting, I thought the costs claimed to be high. The Applicant said the patches would have to be removed and redone and this explained the costs claimed. In reviewing the photos, it would appear that most of the patches are quite small (some nail holes) and would not need to be removed and redone. I estimate the costs as follows:
 - living room - 10 hours to fill, sand and paint 5 areas as shown in photos at \$75/hour = \$750 + materials \$150 = **\$900 approved;**
 - bedroom - 4 hours to fill, sand and paint 3 areas shown in photos at \$75/Hour = \$300 + materials \$150 = **\$450 approved;**
 - bathroom - 2 hours to fill, sand and paint one 3-inch patched area \$150 + materials \$100 = **\$250 approved.**

\$4,500.00 costs approved

\$ 450.00 (10% Admin)

\$ 247.50 (5% GST)

\$5,197.50. TOTAL APPROVED

At the hearing, I reserved my decision on the damages to further review the costs claimed and the evidence provided. Having done that, and based on the evidence and testimony, and considering the landlord's responsibility to mitigate damages, I find the Respondent responsible for costs to repair damages at their previous rental unit totalling \$5,197.50.

Disturbances - termination and eviction

According to the evidence provided by the Applicant, the Respondent had repeatedly disturbed the landlord and other tenants' quiet enjoyment of the rental premises and the residential complex, in breach of their obligation under subsection 43(1) of the Act and the previous rental officer order. This includes:

- April 8, 2024 - complaint from neighbour about noise and Respondent knocking on the window of the unit;
- April 2, 2024 - Respondent assaulted another tenant, RCMP called;
- March 12, 2024 - Respondent allowing others into centre, disturbing tenants;
- March 7, 2024 - letter from Caretaker - since Respondent has moved in there have been numerous disturbances jeopardizing the safety of the other seniors in the facility. Threats from the Respondent's guests and Respondent. Respondent's guests allowed into facility at all hours of the day and night, sleeping and drinking in the facility, doors opening and slamming, caretaker having to remove Respondent's visitors.
- Feb 29, 2024 - maintenance staff noted that Respondents unit is noisy each time they are in the building;
- January 23, 2024 - complaint that the Respondent is letting known drug dealers into unit and they had to be kicked out;
- September 12, 2024 - letter to Respondent about numerous complaints about conduct of Respondent;
- April 19, 2023 - complaints about partying in unit.

The residence caretaker testified at the hearing on behalf of the Applicant and reported they have been at the facility for 20 years. Prior to the Respondent moving in, tenants didn't lock their doors and used the public spaces freely. Now they are afraid to leave their doors unlocked or use the public areas.

When the Respondent moved in, it was appreciated that the Respondent needed time to adjust, they reviewed with them the rules of the facility including no guests after 11:00pm, and that this was a senior's home, people need quiet. Despite these warnings, the Caretaker found the Respondent did not respect others, had guests in at all hours, the Respondent and guests have been yelling and fighting, and the RCMP had to be called. Yesterday, seven people were removed from the Respondent's unit.

The Applicant explained that the facility has vulnerable people, who need to feel safe and they have a right to quiet enjoyment of the rental premises. The Respondent and their guests are jeopardizing that safety and enjoyment and they requested immediate termination of the Respondent's tenancy agreement and eviction. They also explained that steps were being taken by supporting agencies to find a supported living situation for the Respondent.

According to the evidence and testimony, the Respondent or persons they have permitted to enter the residential complex have repeatedly disturbed the quiet enjoyment of the landlord and other tenants. I find the Respondent is in breach of their obligation under subsection 43(1) of the Act, and previous Rental Officer Order #17379, and I am satisfied that termination of the tenancy agreement and eviction are justified. Considering that the safety of a vulnerable population is at risk due to the actions of this Respondent, I will order the termination of the tenancy agreement for April 26, 2023 and eviction to follow on April 29, 2024.

Orders

An order will issue:

- requiring the Respondent to pay costs for repair of damages in the amount of \$5,197.50 (p. 42(3)(e));
- terminating the tenancy on April 26, 2024 and requiring the Respondent to vacate the rental premises on that date (p. 43(3)(d)); and
- evicting the Respondent from the rental premises on April 29, 2024 (63(4)(a)).

Janice Laycock
Rental Officer