

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

MM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 8, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant

Date of Decision: May 8, 2024

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against MM as the Respondent/Tenant was filed by the Rental Office February 15, 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, signed for March 27, 2024.

The Applicant alleged the Respondent had caused damages to the rental premises and sought an order for payment of the costs for repairs.

A hearing was held May 8, 2024, by three-way teleconference. PS appeared representing the Applicant. MM was served with notice of the hearing by registered mail, deemed signed for March 27, 2024. 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 *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing September 13, 2017. The tenancy agreement was terminated June 30, 2023, by Rental Officer Order #17986, and the Respondent was subsequently evicted from the rental premises on September 22, 2023. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Damages

The Applicant provided the entry and exit inspection reports, photographs, and an estimate from the property owner in support of their claim for the following damages:

Patching and painting walls throughout	\$5,000.00
Replacing front entrance door*	\$1,500.00
Replacing and rehangng 4 closet doors*	\$1,600.00
Replacing receptacles and switches throughout	\$1,350.00
Replacing patio door screen*	\$500.00
Replacing patio door window*	\$500.00
Removing stickers on walls	\$250.00
Replacing flooring transitional strip	\$250.00
Replacing bathroom door trim	\$300.00

Replacing toilet paper holder	\$200.00
Replacing 2 window blind slats	\$50.00
Replacing 1 light globe	\$50.00
Replacing 1 interior door knob	\$100.00
Reinstalling storage room door*	\$200.00
Subtotal	\$11,850.00
10% Admin Fee	\$1,185.00
5% GST	\$651.75
Total	\$13,686.75

The claim to replace the front entrance door was denied. The exit inspection report and the photographs clearly show that the front door was kicked in at some point and that a door saver was installed as a temporary repair measure. No evidence was provided to establish either when the damages occurred or who caused them. On a balance of probabilities, I cannot be satisfied that the Tenant kicked his own door in or that a person the Tenant permitted in the premises kicked the door in.

The claim to replace and rehang closet doors for a total of \$1,600 is unreasonable. I am satisfied that one of the bifold closet doors was missing and three bifold closet doors were off their tracks. I am not satisfied that the costs claimed fairly represent the amount of work required to remedy the issues. The Applicant's representative testified that the property owner's contractor's hourly rate is approximately \$150 to \$200 per hour, and I have no information to contradict that. However, the cost of one bifold six-panel door is approximately \$100 and the cost of one bifold door hardware kit is approximately \$25. I am prepared to allow a cost of \$250 to replace the missing bifold closet door and \$175 each to rehang the three bifold closet doors, for a total allowed claim of \$775.

The claim to replace the patio door window screen for \$500 is unreasonable. I am satisfied that the patio door window screen was damaged and required replacement. I am not satisfied that \$500 fairly represents the work required to replace the screen. The average cost for a replacement window screen is approximately \$60. I do not believe it is reasonable to charge for a full hour of labour to install the replacement window screen, and as such I am only prepared to allow approximately 15 minutes or \$40 for labour costs. The total amount allowed to replace the patio door window screen is \$100.

The claim to replace the patio door window is denied. There is no evidence to support that the patio door window was damaged.

The claim of \$200 for the storage room door is allowed. I only mention it here to clarify that the estimate referenced that the storage room door was reinstalled, but the exit inspection report and photographs indicate the storage room door was in fact missing, which validates the \$200 value for the work performed.

I am satisfied the Respondent is responsible for causing damages to the rental premises and I find the Respondent liable for the costs of repairs, less the security deposit of \$1,628.34 that was retained, as follows:

Patching and painting walls throughout	\$5,000.00
Replacing and rehangng 4 closet doors*	\$775.00
Replacing receptacles and switches throughout	\$1,350.00
Replacing patio door screen*	\$100.00
Removing stickers on walls	\$250.00
Replacing flooring transitional strip	\$250.00
Replacing bathroom door trim	\$300.00
Replacing toilet paper holder	\$200.00
Replacing 2 window blind slats	\$50.00
Replacing 1 light globe	\$50.00
Replacing 1 interior door knob	\$100.00
Reinstalling storage room door*	\$200.00
Subtotal	\$8,625.00
10% Admin Fee	\$862.50
5% GST	\$474.38
Total	\$9,961.88
Less Security Deposit	\$1,628.34
Remaining Balance	\$8,333.54

Order

An order will issue requiring the Respondent to pay the costs for repairs in the amount of \$8,333.54 (p. 42(3)(e)).

Adelle Guigon
Rental Officer