

IN THE MATTER between **HNT**, Applicant, and **AO**, 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 **Jerry Vanhantsaeme** Rental Officer, regarding  
a rental premises located within the **city of Yellowknife in the Northwest Territories**;

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**AO**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 23, 2024

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** PS, representing the Applicant

**Date of Decision:** May 23, 2024

### **REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against AO as the Respondent/Tenant was filed by the Rental Office March 18, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in the city of Yellowknife, Northwest Territories. The filed application was served on the Respondent by electronic mail on May 9, 2024.

The Applicant alleged the Respondent had been evicted on November 2, 2023, in accordance with Rental Officer Order number 18054. The Applicant's representative claims the Respondent has caused damages to the rental premises. An order was sought for payment of costs for repairs.

A hearing was scheduled for May 23, 2024, in Yellowknife. PS appeared representing the Applicant. The Respondent did not appear nor did anyone on their behalf. The hearing proceeded pursuant to section 80(2) of the *Residential Tenancies Act (Act)*.

#### *Tenancy Agreement*

Evidence was provided establishing a tenancy agreement between the parties for subsidized public housing commencing April 27, 2023. I am satisfied a valid tenancy agreement was in place until September 30, 2023.

#### *Previous orders*

Rental Officer Order number 18054 dated September 23, 2023, terminated the Respondent's tenancy agreement and required the Respondent to vacate the rental premises on or before that date. The Order included eviction from the rental premises on October 15, 2023.

#### *Eviction*

The Applicant's representative testified the Respondent did not adhere the terms set out in Rental Officer Order number 18054 and the Respondent was subsequently evicted from the Rental Premises on November 2, 2023.

The Sheriff, RCMP, Representatives for the Applicant, and building maintenance were in attendance for the eviction.

### *Damages*

The Applicant claims costs for repairs, relocation and storage services for a total amount of \$10,104.78. Invoices for relocation and storage services were provided and a standard estimate from the property owner were entered into evidence. The Representative testified prior to the Respondent's tenancy, the rental premises was under major renovation for close to two months and the Respondent was only in the rental premises for 6 months. They also attested everything in the rental premises was new.

When reviewing the claim, I considered the evidence provided to determine if the Respondent was responsible for the damages and cleaning; if the costs to repair were reasonable and if useful life remaining was relevant. As the Applicant had indicated the rental premises received a major renovation, useful life for building elements such as paint and flooring remains in full.

Under subsection 42(1) of the Act, a tenant shall repair damages to the rental premises caused by their wilful or negligent conduct of the tenant or persons permitted on the premises by the tenant.

The following are the amounts claimed and my findings:

### *Fees*

1. **\$3,520.83 approved** and claimed - cleaning, storage, and dumping services -supported by work orders and invoices.

### *Property Owner Estimate*

2. **\$600.00 approved and claimed** - general charge by property owner for rental complex.
3. **\$2,500.00 approved and claimed** - Repairs to walls, including patch and paint large hole by door. Supported by evidence provided.
4. **\$229.77 approved**, \$1,200.00 claimed for general lighting. This includes three globe fixtures in the unit at a cost of \$400 each. Fixture cost was researched and valued at \$26.59 each x 3 = \$79.77. Time for electrician to install should be no more than 1 hour per fixture. Average cost for journeyman electrician is \$50.00 hour x 3 = \$150.00. Approved partial cost \$229.77. Supported by evidence provided.
5. **\$150.00 approved and claimed** - Direct wire smoke detector replacement. Supported by evidence provided.

6. **\$1,365.00 approved and claimed** - Broken window in living room. Pricing by subcontractor. Supported by evidence provided.
7. **\$362.49 approved**, \$400.00 claimed for replacement of kitchen light fixture. Fixture cost was researched and valued at \$262.49. Time for electrician to install should be no more than 2 hours. Average cost for journeyman is \$50.00 hour x 2 = \$100.00. Approved partial cost \$362.49.
8. **\$62.77 approved**, \$120.00 claimed for 3 burnt bulbs. 2 pack LED bulbs was researched and claimed at \$12.59. Replace full 5 bulb light fixture is \$12.59 x 3 = \$37.77. Time for electrician to install should be no more than 30 minutes. Average cost for journeyman is \$50.00 hour x .5 hours = \$25.00.
9. **\$36.29 approved**, \$120.00 claimed for sink stopper replacement. Stopper replacement researched and valued at \$26.29 each. Estimated time to install is 10 minutes. Rate given for maintenance staff to replace is \$10.00.
10. **\$345.19 approved**, \$250.00 claimed for install of curtain rod and \$150.00 for install of toilet roll holder. \$250.00 for install of curtain rod holder approved. Toilet roll holder cost researched and valued at \$45.19 each. Estimated time to install is 1 hour. Rate given for maintenance staff to replace is \$50.00. \$45.19 + \$50.00 = \$95.19.
11. **\$300.00 approved and claimed**, master bedroom required window screen replaced due to being in an unrepairable condition. Supported by evidence provided.

Repairs cost of \$5,951.51 plus administration fee of \$595.15 plus GST bring repair costs to **\$6,873.99**.

#### Cost summary

\$6,873.99	Repairs
\$3,520.83	Storage, transport, and dumping fees
<b>\$10,394.82</b>	Total
<u>- \$1,680.08</u>	<u>Adjustment for rent and deposit</u>
<b>\$8,714.74</b>	Total owed

#### Orders

An order will issue requiring the Respondent to pay costs for repair of damages and cleaning in the amount of \$8,714.74 (p. 42(3)(c), p. 42(3)(e)).

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Jerry Vanhantsaeme  
Rental Officer