

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

YH

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 1, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant

Date of Decision: June 27, 2024

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against YH 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 deemed served on the Respondent by registered mail on March 11, 2024.

The Applicant claimed that the Respondent had not paid their rent when due, had rent owing, and was responsible for costs to repair damages. An order was sought for payment of rental arrears and payment of costs for repair of damages.

A hearing was held on May 1, 2024 by three-way teleconference. PS appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent was provided sufficient notice, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

I reserved my decision at the hearing pending further information to support their claim for costs to repair damages. This information was provided to the Rental Office on June 24, 2024.

Previous orders

Previous Rental Officer Order #17673, between NTHC and YH, was issued September 14, 2022, terminating the tenancy agreement on October 31, 2022, and requiring the Respondent to vacate the rental premises on that date. Eviction was ordered for November 1, 2022.

This order was appealed by the Respondent to the Supreme Court of the NWT. On May 26, 2023, Justice A.M. Mahar denied the appeal and upheld the order of the Rental Officer.

Tenancy agreement

The Applicant provided, as evidence, the written tenancy agreement between the parties for subsidized public housing commencing on January 15, 2021, and continuing month to month. The subsidized rent was \$160 per month.

The tenancy agreement was terminated on October 31, 2022, by Rental Officer Order #17673, the Respondent did not vacate the rental premises as required under the order and was evicted by the Sheriff on August 2, 2023. At the hearing, the Applicant noted that the Respondent was not present when the eviction was carried out and they were unable to contact them.

I am satisfied there was a valid tenancy agreement between the parties, this tenancy was terminated by Rental Officer Order #17673 on October 31, 2022, and the eviction was enforced on August 2, 2023.

Rental arrears - compensation for overholding

The lease balance statement provided, as evidence, represents the Landlord's accounting of monthly rents and payments received against the Respondents' rent account. According to the statement dated February 6, 2024, when the tenancy was terminated the Respondent had rental arrears owing totalling \$1,095.

Under Section 67 "Overholding Tenants" and subsection 67(1) of the Act, "a landlord is entitled to compensation for a former tenant's use and occupation of the rental premises after the tenancy has been terminated." Under paragraph 67(4), where on application of a landlord, a rental officer determines that a landlord is entitled to compensation for the use and occupation of the rental premises after the tenancy has been terminated, the rental officer may order a former tenant to pay the landlord the compensation specified in the order."

After the tenancy was terminated, the Respondent made only one payment of \$160 in April 2023, accruing further arrears for overholding in the amount of \$2,850. According to the statement, the Applicant continued to charge the Respondent subsidized rent of \$160 per month, but charged full market rent of \$1,625 in July and August 2023. I believe the Applicant was justified in doing so.

I am satisfied the lease balance statement accurately reflects status of the Respondents' rent account. I find the Respondent had rental arrears owing at the end of their tenancy of \$1,095 and accumulated arrears for overholding after their tenancy was terminated in the amount of \$2,850, bringing the total owing to \$3,945.

According to the statement provided to the Respondents on February 5, 2024, their security deposit with interest was \$1,625.40. When this amount is applied against the rental arrears and the amount owing for overholding, I find the rental arrears owing are \$0 and the total that can be ordered paid as compensation for occupying the rental premises after the tenancy was terminated, is \$2,319.60.

Tenant damages

The Applicant claimed \$15,322.67 for repair of damages at the end of the tenancy. They provided, as evidence, the entry and exit inspection reports, invoice to Respondent for costs for movers, as well as a copy of the invoice from Best Movers for this work, list of repairs and estimated costs provided by the property owner, as well as photographs. The Applicant testified that the property owner's estimate is the cost charged for the repairs. The claim includes the following:

\$1,087.29 - Best Movers invoice for \$941.37, plus admin fee 10% and GST 5%. To pick up items from the rental premises and take them to the dump, included dump fees \$145.70. At the hearing, the Applicant testified that the property had been abandoned by the Respondent and it was unsafe to keep, as a result it was removed to the dump, and an inventory of abandoned property was not filed with the Rental Office.

\$12,235.00 based on property owner (Northview) estimate (with admin and GST this amount was \$14,235.38):

1. \$650 - full cleaning of unit;
2. \$200 - patch and paint exterior door;
3. \$5,000 - patch and paint entire unit;
4. \$500 - hallway - replace bifold door (photo 3686);
5. \$600 - dining/living room - \$300 to reinstall blinds, \$250 to reinstall receptacle, \$50 install two bulbs;
6. \$810 - kitchen \$360 to replace missing fridge bars, \$400 repair and reinstall cabinet drawer, \$50 replace missing sink stopper;
7. \$1,120 - bathroom - \$100 install 4 bulbs, \$120 replace broken toilet seat, \$600 replace bathroom door (photo 3706), \$250 reinstall shower curtain rod, \$50 replace sink stopper;
8. \$1,220 - master bedroom - \$400 repair wooden radiator, \$600 replace door(photo 3700), \$220 replace 11 blind slats;
9. \$1,600 - 2nd bedroom - \$600 replace door, \$25 to install bulb; and
10. \$625 - storage room - \$600 replace door, \$25 install 1 bulb.

At the hearing I found costs claimed for #'s 1, 2, 4, 5, 6, 7 totalling \$3,880 were reasonable and supported by evidence. I reserved my decision and asked for further information to support their claim on #'s 3, 8, 9, 10.

- **\$3,340 approved.** In #3, the Applicant claimed \$5000 to patch and paint entire unit. At the hearing, I asked for information on when the unit was last painted and a breakdown of the costs for patching and amount for painting. The Respondent provided further information that there were 20 tenant damaged walls, and the estimate was \$250/wall, that includes patch and paint". They did not breakdown these costs or provide me with information on when the unit was last painted.

The inspection report details the following damages to the walls - hole by the door in entrance, dining/living room walls stained, drawings and scuffs, kitchen walls dirty, bathroom walls dent on wall behind door knob, master bedroom walls stained and stickers, 2nd bedroom scuffs on walls and dirty. The photos show the extent of the staining throughout the unit, and the presence of holes in the walls, broken corner beads, rub marks on the walls, stickers, writing on the walls.

At the hearing, the Respondent testified that the unit was in good condition when the Respondent moved in, and after they vacated the unit was in poor condition, painting was required as there were holes and staining as well as concern about the use of drugs in the unit. They reported there was human faeces on the walls and it was believed that drugs were also present in the unit. .../

After review of the evidence and testimony, I am satisfied that patching and painting of the unit was required and the estimate to patch and paint 20 walls is a reasonable, however, without information on when the unit was last painted (as requested at the hearing), I cannot attribute a remaining useful life to the painting.

Although, according to the Applicant, the unit was in good condition when the Respondent moved in, it may not have been painted recently (in the last 8 years) and was due for repainting as part of regular maintenance. I therefore deny costs for painting, but approve costs for patching and priming the repaired drywall as follows - 20 walls at \$167 per wall (1/3 costs painting, 2/3 cost for patching and priming) = \$3,340. **I approved costs totalling \$3,340 to patch and prime the drywall.**

- **\$820 approved.** In #8, the Applicant claimed \$1,220 for repairs in the master bedroom. I found costs to repair radiator and repair slats for the blinds reasonable but question the claim of \$600 to replace the door. At the hearing, I asked for identification of the photo of this door and why this door needed to be replaced and could not be repaired.

June 24, 2024, the Applicant provided the following: the photo of the door is #3700, and the property owner reported that the door had a hole in it and could not be repaired and had to be replaced.

Photo #3700 shows a door with a knob that is coming off, but it does not show a hole in the door. According to the inspection report, there are "nicks on door", and door knob is damaged. Neither the inspection report or the photo, clearly support the property owner's claim that the door has a hole in it. I deny their claim to replace the door totalling \$600, but I believe it is fair to approve \$200 to patch and paint the door. **I approved costs to patch and paint master bedroom door totalling \$200, bringing total approved for this item to \$820.**

- **\$1,600 approved.** In #9, the Applicant claimed \$1,600 for repairs in the 2nd bedroom. I found costs to install electric cover, replace bulbs, replace light fixture, install 5 slats on the blinds totalling \$500 reasonable and supported by evidence. I questioned the costs of \$600 to replace the door to the bedroom asking if it could be repaired. I also asked about the \$500 to rehang the closet door. The inspection report said the closet door was in the storage room and I wasn't sure why it was noted as missing on the estimate and why the cost to rehang the door.

June 24, 2024, the Applicant provided further information. On the bedroom door, photos #3703, 3705 and 3720 were identified. These photos clearly show large holes in the door, and I agree that the costs to replace the door are reasonable. On the closet door, the Applicant clarified that the door was missing and needed to be replaced, the photos #3714 and 3709 clearly show that one of the two closet doors is missing. I agree that the costs to replace the door and rehang it are reasonable. **I approve claimed costs for the 2nd bedroom totalling \$1,600.**

- **\$225 approved.** In #10, the Applicant claimed \$625 to replace the storage room door and install one bulb. I questioned the cost to replace the door, asking if it could be repaired.

June 24, 2024, the Applicant provided further information. Photo #3685 was identified, showing damage to the door, approximately 1.5" x 1", at the edge of one of the panels in the door. The inspection report notes "nicks on the door".

It is still not clear to me why this door needed to be replaced and could not be repaired. I deny their claim to replace the door totalling \$600, but I believe it is fair to approve \$200 to patch and paint the door. **I approved costs for repairs in the storage room totalling \$225.**

\$3,880 approved for items 1,2,4,5,6,7

\$3,340 approved for #3

\$ 820 approved for #8

\$1,600 approved for #9

\$ 225 approved for #10.

\$9,865 TOTAL APPROVED

\$ 986.50 10% ADMIN FEE

\$ 542.57 5% GST

\$11,394.07

\$1,087.29 Best Movers invoice with admin fee and GST

\$12,481.36 TOTAL

I am satisfied, based on the testimony and evidence, that the Respondent is responsible for costs to repair damages and find they owe \$12,481.36.

Orders

An order will issue:

- requiring the Respondent to pay compensation for use and occupation of the rental premises after the tenancy was terminated in the amount of \$2,319.60 (ss 67(4)); and
- requiring the Respondent to pay costs for repair of damages totalling \$12,481.36 (p. 42(3)e)).

Janice Laycock
Rental Officer