

IN THE MATTER between **HNT**, Applicant, and **RJ**, 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 **town of Inuvik in the Northwest Territories**.

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**RJ**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 22, 2024

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

**Appearances at Hearing:** Chris Church, representing the Applicant

**Date of Decision:** June 28, 2024

### **REASONS FOR DECISION**

An application to a rental officer made by IHA on behalf of HNT as the Applicant/Landlord against RJ 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 Inuvik, Northwest Territories. The filed application was served on the Respondent by registered mail on March 26, 2024.

The Applicant claimed the Respondent had rental arrears owing at the end of their tenancy and was responsible for costs to repair damages. An order was sought for payment of rental arrears and costs to repair damages.

A hearing was held on May 22, 2024, by three-way teleconference. Notices were provided to all parties. CC appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent was served sufficient notice, the hearing proceeded in their absence, as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

At the hearing, a decision was made on the rental arrears and an order was issued. I reserved my decision on the claim for tenant damages pending further information from the Applicant, who agreed on a deadline of June 21, 2024. Some of the requested information was provided by that date and my decision was made based on the information received.

#### *Previous orders*

Previous Rental Officer Order #20-12427, IHA v RJ and JB, issued November 18, 2011, requiring the Respondents to pay rent arrears in the amount of \$7,717.82, terminating the tenancy agreement on December 15, 2011 and compensation for use and occupation after termination.

Previous Rental Officer Order #20-12427B, IHA v RJ and JB, Issued November 18, 2024, evicting the Respondents from the rental premises on December 16, 2011.

#### *Tenancy agreement*

The Applicant provided, as evidence, the written tenancy agreement between the parties for subsidized public housing for the term April 1, 2019 to April 30, 2019, continued to May 31, 2019, and then starting June 1, 2019, the tenancy continued month to month. The tenancy was terminated on April 28, 2023 when the Landlord determined the tenancy had been abandoned.

The Applicant testified the Respondent left the community for medical reasons but then did not return and were reported to be living in Yellowknife. The Respondent did not provide documentation to confirm their medical travel status nor did they pay their rent. After repeated notices to the Respondent, the Applicant determined the tenancy was abandoned and took possession of the rental unit on April 28, 2023.

I am satisfied that there was a valid tenancy agreement between the parties in accordance with the Act. This tenancy was abandoned on April 28, 2023.

*Tenant damages*

The Applicant claimed \$1,552.15 for tenant damages prior to the end of the Respondent's tenancy. They provided invoices and work orders to support these claims which included the following:

1. \$180.98 - invoice 603 dated May 10, 2023, to change lock. WO 373651 changed lock and boarded up front door. At the hearing, the Applicant testified the Respondent did not return the keys, so that had to secure the rental unit.
2. \$90.26 - invoice TD000017675 lock out December 15, 2022 - WO 354124 - lock change was required because the tenant lost their keys.
3. \$1,097.62 - invoice TD000017569 labour and materials to replace exterior door September 21, 2022 - WO 353776 replace exterior door kicked in. At the hearing, I asked the Applicant what happened? The Applicant reported that the Respondent claimed that someone had tried to break in.
4. \$84.92 - invoice TD000017498 replace door knob on exterior door, July 4, 2022. WO 344708, replace main door knob damaged from being kicked in.
5. \$98.37 - invoice TD000017471, lock change May 24, 2022. WO 344707, change lock, lost keys.

Based on the evidence, I approve costs claimed for items #1, 2, 5 totalling \$369.61. I deny costs claimed under #3 and 4 totalling \$1,182.54. It is up to the Applicant to satisfy me that the Respondent is responsible for these damages, and based on the information provided, it is likely that someone tried to force entry into the rental unit and they, not the tenant, are responsible for the damages.

The Applicant claimed a further \$24,873.45 for labour and material costs to repair damages and cleaning at the end of the Respondent's tenancy (this amount includes 5% GST). At the hearing, they testified that the Respondent was on medical and then living in Yellowknife and in their absence had allowed their kids to live there, and there were extensive tenant damages. The Respondent has not contacted the landlord at all since the Applicant took possession of the rental premises.

The Applicant provided, as evidence of the damages, the entry inspection report and exit inspection report, photographs taken at move out, and their estimate of repairs which includes the following:

1. \$1,460 - Main Entry - replace missing and broken switch plate and exterior door and jamb.
2. \$65 - Living Room - replace missing window handle and replace broken outlet.
3. \$140 - Kitchen - replace broken receptacle, replace missing receptacle cover and replace missing window handle.
4. \$475 - Bedroom #1 - replace door, replace broken outlet cover, replace missing vent covers.
5. \$280 - Bedroom #3 - replace door.
6. \$660 - Bedroom #4 - replace door and casing, remove TV hanger from wall, remove stickers from wall, replace outlet cover, replace window handle, replace window casing.
7. \$380 - Bedroom #5 - replace door casing, replace outlet cover.
8. \$10 - Hallway - replace switch cover.
9. \$1,269 - inventory and remove items from the rental unit.
10. \$950 - clean unit.
11. \$18,000 - estimate to patch and paint whole unit.

At the hearing, I pointed out that the exit inspection report does not include information on bedroom #4 or #5. The Applicant said there wasn't room on the form for information on these rooms so it wasn't included in the report, however, there were photos supporting these claims. The Applicant also testified that they did not have the staff to carry out the repairs, so the work is still pending on this unit.

The following is my assessment of the amounts claimed and my findings:

- **\$1,912 approved.** At the hearing, I approved costs claimed for #2, 3, 4, 5, 8, and 10, in the amount of \$1,912, as these costs are reasonable and supported by evidence.
- **\$1,048 approved.** I also approved costs claimed for #6 and 7 totalling \$1,048. Although bedrooms 4 and 5 were not included in the exit inspection report, I am satisfied based on the testimony and the photos, that this work was required and the costs claimed are reasonable.
- **\$100 approved.** On costs claimed on #1 for \$1,460, the Applicant was not able to provide information on who was responsible for damages to the exterior door. As a result, I deny \$1,360 of this claim for replacement of the exterior door and jamb, but approve \$100 to replace the missing and broken switch plates.

- **\$1,269 approved.** On costs claimed on #9 totalling \$1,269 for inventory and to remove items; at the hearing, I asked for more details on this claim. The Applicant testified that they had to throw stuff out, but had moved other items to storage and there was a work order detailing the work and they would provide it. A copy of the work order was provided to the Rental Office on May 23, 2024. According to Work Order TD389987, the charges are for labour and materials to inventory and move personal items to storage and dispose of garbage. The Applicant has completed an inventory of abandoned property as required under the Act. I find the costs claimed are reasonable and supported by evidence.
- **\$14,750 approved** - On costs claimed on #11 totalling \$18,000 to patch and paint the rental unit (\$15,000 labour and \$3,000 materials). At the hearing, the Applicant testified that the unit was painted in 2019 and as there were extensive damages to the entire five bedroom unit and it would all need to be patched and painted. I asked for more details to support their estimate of the costs including breaking out costs to repair (patching, mudding, sanding) the drywall, from costs to paint. This information was not provided.

Based on the evidence provided in the inspection report and photographs, I am satisfied that the entire unit would require some patching and all rooms would require painting. In considering if the costs estimated are reasonable I broke down the costs as follows;

There are ten rooms that would require work - five bedrooms, main entry, living room, kitchen, bathroom, utility room. It is estimated that the labour would be \$15,000.

According to the information provided in the work orders, staff to do this work would charge out at about \$63/hour. I would assume that two staff would be required to do this work, for 119 hours or about 11.9 hours per room. The materials are estimated at \$3,000 bringing the materials in at about \$300 per room for primer, paint, drywall compound, drywall, etc. Based on this breakdown, I believe that the estimate is reasonable.

The useful life of interior painting is about eight years, meaning that every eight years a landlord should be prepared to paint their rental unit as part of their regular maintenance plan. This unit had been painted in 2019, which means the remaining useful life of the interior painting would be four years.

Without a breakdown of the costs for patching and painting, I estimate that of the total cost estimated for labour of \$15,000, one-third of this cost, or \$5,000, would be for painting, and considering the typically high cost of paint, one-half of the \$3,000 estimated for materials would be for painting, \$1,500. This would bring the total estimate to \$6,500 for painting and the remainder or \$11,500 for patching.

When this estimated cost is depreciated based on the useful life remaining for the interior painting of four years, the cost for painting is \$3,250 and the cost for patching is \$11,500, bringing the total approved amount to \$14,750.

\$19,079.00      APPROVED

\$ 953.95      GST 5%

\$20,032.95      approved claim for costs to repair damages at the end of the tenancy.

\$ 369.61      approved claim for costs to repair damages prior to the end of the tenancy.

**\$20,402.56      TOTAL APPROVED**

Based on the evidence and testimony, it is my opinion that the Respondent breached their obligations under the Act to repair damages and maintain ordinary cleanliness and find they are responsible for costs to repair damages and cleaning in the amount of \$20,402.56.

#### *Orders*

An order will issue requiring the Respondent to pay costs for repair of damages and cleaning in the amount of \$20,402.56 (p. 41(4)(a) and p. 45(4)(d)).

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Janice Laycock  
Rental Officer