

IN THE MATTER between **HNT**, Applicant, and **DN**, 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 **hamlet of Fort Providence in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

DN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 12, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MB, representing the Applicant

Date of Decision: June 17, 2024

REASONS FOR DECISION

An application to a rental officer made by FPHA on behalf of HNT as the Applicant/Landlord against DN as the Respondent/Tenant was filed by the Rental Office April 9, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Providence, Northwest Territories. The filed application was served on the Respondent by registered mail on April 30, 2024.

The Applicant claimed the Respondent, a former tenant, had rent owing and was responsible for costs of garbage removal and damages. An order was sought to pay rent owing and costs of repairs.

A hearing was held on June 12, 2024, by three-way teleconference. MB appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent had been provided sufficient notice, the hearing proceeded as provided for under subsection 80(2) of the *Residential Tenancies Act (Act)*. Due to the severity of the claim, the hearing was adjourned *sine die* subject to the Applicant providing supporting documentation to the claim.

Tenancy Agreement

Evidence was provided establishing a month-to-month tenancy agreement for subsidized public housing commencing April 1, 2022. I am satisfied a valid tenancy agreement is in place in accordance with the *Act*.

Rental Arrears

The lease balance statement printed March 15, 2024, and provided as evidence, presents the Landlord's accounting of monthly rents and payments received and charges owed by the Respondent. Based on household income the subsidized rent was assessed at \$75.00 as of July 1, 2022 and remained at that amount until the Respondent vacated the rental premises.

According to the statement, when the tenant vacated the rental premises, the arrears balance was \$2,773.09. Entered into evidence was a letter to the Respondent a letter dated January 12, 2024, where the Applicant applied the Respondents security deposit against the Respondent's arrears, leaving a balance owing in the amount of \$2,421.41. However the wording of the letter denoted an incorrect balance due in comparison to the lease balance statement which stated the Respondent's arrears balance owing is \$2,421.41. While there is a notification error on behalf of the Applicant's representative, the Respondent has unpaid arrears in the amount of \$2,421.41.

Tenant Damages

The Applicant claimed cost for repairs in the amount of \$3,996.09. In review of the evidence provided during the hearing, I pointed out the date of on the lease balance statement with regards to the Tenant was September 25, 2023, which did not correspond to the check out inspection form dated August 28, 2024. The Applicant's representative confirmed the date on the check out was incorrect and should be September 28, 2024. I also questioned if a copy of the check out inspection report was provided to the Respondent. The Applicant's representative testified a copy was sent to the Respondent's new address.

During the hearing I questioned the Landlord's invoicing for repairs. The lease balance statement contained a charge of \$3,805.80 for Work Order #408587. The Landlord also included a second invoice #469512 in the amount of \$3,996.09 for a separate invoice for Work Order #469512. After discussion with the Applicant's representative, it was determined invoice #4080587 was the same as invoice #469512 and only the total of \$3,996.09 is being claimed.

When considering the evidence provided to determine if the Respondent was responsible for the damages, if the costs to repair were reasonable, and if useful life remaining was relevant, I questioned when the last time the rental premises was painted. The Applicant's representative was able to inform that the rental premises was last painted in December 2017 and the time spent to paint and patch was 31.5 hours of the 44.5 hours claimed.

The typical useful life for paint is 8 years. If the unit has been undamaged, there would be two years remaining in the useful life of the paint.

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

The following are the amounts claimed and my findings:

1. **\$309.47 claimed and approved**, for patching material, **supported by evidence**;
2. **\$819.30 claimed**. Useful life for paint is 8 years. $\$819.30 / 8 = \102.41 per year. Two years remaining in the life span of the paint is valued at \$204.82. **\$204.82 approved and supported by evidence**.
3. **\$1,116.36 claimed and approved**. Labour for painting and patching the unit as the requirement to repaint the rental premises due to the extensive drywall repair needed. **Supported by evidence**.
4. **\$1,560.67 claimed and approved**. Material and labour costs for repairs and replacement doors to the rental premises. **Supported by evidence**.

\$3,191.32 Repair costs

\$159.57 GST

\$3,350.87 TOTAL COSTS APPROVED FOR REPAIRS

Based on the evidence provided, and the Applicants testimony, in my opinion the Respondent has breached their obligation under the *Act* for rental arrears and damages.

Order

An order will be issued:

- requiring the Respondent to pay rental arrears in the amount of \$2,421.41 (p.41(4)(a)); and
- requiring the Respondent to pay repairs in the amount of \$3,350.87 (p.42(3)(e)).

Jerry Vanhantsaeme
Rental Officer