

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

NB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 2, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant

Date of Decision: July 5, 2024

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against NB as the Respondent/Tenant was filed by the Rental Office March 19, 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 registered mail on April 16, 2024.

The Applicant claimed the Respondent had rent owing and was responsible for cost to repair damages after they had been transferred to a different unit. An order was sought to pay rent owing, pay rent on time and the costs for repairs.

A hearing was held on May 28, 2024, by three-way teleconference. PS appeared representing the Applicant. The Respondent did not appear at the hearing, nor did anyone on their behalf. I adjourned the hearing *Sine Die*, for clarification of information with regards to damages and for an up-to-date lease balance statement. When waiting for documentation, the Applicant's representative contacted the Rental Officer requesting an extension to provide the information requested. Two extensions were provided. Once the information was received, further time was taken to review the evidence, and testimony.

Tenancy Agreement

The Applicant provided evidence the written tenancy agreement between the parties for subsidized public housing from September 1, 2021, as a month-to-month tenancy. The subsidized rent has been \$365.00 per month since July 1, 2022. I am satisfied there was a valid tenancy agreement between the parties in accordance with the *Act*.

Rental Arrears

The lease balance statement provided as evidence represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. The lease balance statement was produced on March 18, 2024. At the hearing, an up-to-date lease statement to determine if there were any payment made towards the current rent and rental arrears was requested. No updated lease balance was provided. Therefore, the March 18, 2024 lease balance statement was used to calculate arrears. In review of the lease balance statement, it was determined the Respondent has repeatedly failed to pay the rent in full, on time and has accumulated rental arrears in the amount of \$582.50.

Tenant Damages

The Applicant claimed costs for repair of damages and cleaning totalling \$4,677.75. An entry and exit inspection report, photos, and property owner's estimate was entered into evidence. At the hearing, I requested clarification on when the rental premises was last painted for depreciated value. As the estimate is broken down by rooms, I have grouped the claim on the estimate into categories.

When reviewing the claims, I considered the evidence provided to determine if the Respondent was responsible for damages and cleaning, if the costs to repair were reasonable, and the useful life of building elements such as painting were considered.

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. **\$700.00 claimed and approved** - cleaning of the unit - supported by evidence;
2. **\$2,500.00 claimed** - patch and paint - entrance wall, hallway, corner bead, bathroom and bedroom. Repairs to walls required repainting after being completed. Rental premises was last painted in 2020. While there are significant damages done to the walls requiring patching and repainting, the lifespan of interior paint is 8 years. Due to the extent of damages, two thirds of the claim can be applied for repairs, which is equivalent to \$1,650.00. The difference of \$850.00 can be estimated for painting. Taking into account, the age of the paint \$425.00 is awarded for painting. **\$2,075.00 approved** - supported by evidence.
3. **\$200.00 claimed and approved** - replacement of three doorstops in the rental premises. If the Respondent had informed the Applicant of the missing or damaged door stops during the tenancy, damages to walls could have been reduced and the cost to patch and paint avoided or reduced - supported by evidence.
4. **\$150.00 claimed and approved** - replacement of 3 electrical covers. Broken covers on light switches and outlets cause an electrical safety hazard to the tenant and rental complex - supported by evidence.
5. **\$200.00 claimed and approved** - reinstall heat vent cover in master bedroom. Protective cover for radiant heat is broken and exposing heating system. Risk of damage to cause a leak and damage to rental complex - supported by evidence.

6. **\$150.00 claimed** - owner of rental complex identified the replacement of the living room screen. Move out inspection indicates the screen is damaged. No photo evidence of the screen. **Claim denied**
7. **\$50.00 claimed and approved** - removal of items hanging from the ceiling in the dining area - supported by evidence.
8. **\$100.00 claimed and approved** - removal of child lock attached to fridge -supported by evidence.

\$3,475.00	Total
\$347.50	Administrative fee
<u>\$191.13</u>	GST
\$4,013.63	Total Claim Approved

Deliberations

Based on the evidence and Applicant's testimony at the hearing, it is my opinion the Respondent has breached their obligation under the *Act* to pay their rent in full and have accumulated rental arrears in the amount of \$582.50. I also find the Respondent is responsible for repairs and cleaning in the amount of \$4,013.63.

Orders

an order will be issued:

- requiring the Respondent to pay rental arrears of \$582.50 (p.41(4)(a));
- requiring the Respondent to pay costs of repairs and cleaning of \$4,013.63 (p. 42(3)(e), p. 45(4)(d)).

Jerry Vanhantsaeme
Rental Officer