

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

**CW**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>October 16, 2024</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>PS, representing the Applicant CW, the Respondent AH, in support of the Respondent</b>
<b><u>Date of Decision:</u></b>	<b>October 17, 2024</b>

### **REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against CW as the Respondent/Tenant was filed by the Rental Office September 5, 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 email on September 12, 2024.

The Applicant claimed the Respondent was responsible for repair of damages and cleaning required at their previous rental unit. An order was sought for the Respondent to pay these costs.

A hearing was held on October 16, 2024 by three-way teleconference. PS appeared representing the Applicant. The Respondent, CW, appeared, as did AH, in support of the Respondent.

#### *Tenancy agreement*

The Applicant provided, as evidence, the written tenancy agreement for subsidized public housing, commencing on November 17, 2015, and continuing month to month. The subsidized rent is \$80 per month. On April 22, 2024, the Respondent moved and their tenancy continues at the new rental premises.

I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

#### *Tenant damages and cleaning*

The Applicant claimed \$9,256.80 (including GST) for repair of damages and cleaning at the Respondent's previous rental premises. They provided, as evidence, the entry and exit inspection reports, photos showing the condition of the unit, as well as an estimate for the repairs.

At the hearing, the Respondent's support person asked if any charges were for ordinary wear and tear. The Applicant testified that they only charge the tenants for damages, and I explained that under the Act ordinary wear and tear is not considered damage and I would also be considering that in my review of the application.

They also asked about the application of GST considering that the public housing authority is a "non-profit" and receives any GST back as a grant. I stated that it was my understanding that the Landlord is not GST exempt and must apply the tax.

At the hearing, we walked through the costs claimed:

- \$450 - cleaning;
- \$132 - remove and dispose of washing machine and dryer, one dresser, and one shelf;
- \$482 - Entrance - patch walls and replace closet door;
- \$1,620 - Living Room - patch walls, replace window broken from the inside (\$1,100), replace window screen, crank and repair latch, replace receptacle cover, replace and install window blinds;
- \$3,286 - Kitchen - reinstall cupboard doors, repair cupboard drawer, replace and install cupboard door knobs, repair door to lazy susan, replace counter top covering (\$2,550), replace globe on ceiling light;
- \$198 - Hallway - patch 2 walls;
- \$636 - Bathroom - replace and install door, repair vanity, replace sink stopper, replace light bulb, patch walls, replace toilet paper holder, and replace towel bar;
- \$360 - Laundry Room - replace and install door, replace receptacle cover;
- \$748 - Master Bedroom - replace and install door, patch walls, replace receptacle covers, replace screen, window crank and repair window latch;
- \$904 - Bedroom #2 - replace door, patch walls, replace receptacle cover, repair closet rod, replace ceiling globe, replace screen and crank, repair latch.

At the hearing, I found the majority of the costs claimed reasonable and supported by the evidence. I questioned the charge of \$132 for removing and disposing the washing machine and dryer, dresser, and shelf. The Applicant testified that these were left behind by the Respondent. The Applicant does not provide washers and dryers and it is the responsibility of the Tenant to move them. The Respondent did not dispute this charge, they testified they had made arrangements for another tenant to take these items but the person decided not to and returned them to the area outside the unit.

I also questioned the charge of \$2,550 to replace the damaged covering on the counter top in the kitchen. The Applicant testified that the counter top covering was replaced due to damage, specifically a hole on one side. They had to replace the entire covering on the counter top to match it. When I asked, they testified that the counters were new in 2015 when the Respondent moved into the unit. I indicated that as the counter top was about 9 years old, I would be depreciating the cost based on the useful life of 15 years.

The Applicant also provided an updated lease balance statement dated October 15, 2024, showing charges and payments against the Respondent's rental account. The Applicant noted that there was a duplicate charge for tenant damages of \$1,106.04 that should be removed, and that the Respondent had been making payments against the tenant damages. After some discussion, it was agreed by the parties that a total of \$620 had been paid against the tenant damage charges.

I reserved my decision at the hearing in order to calculate the depreciated cost and associated GST and then apply the payments totalling \$620 that had been made by the Respondent against the tenant damage charges.

After the hearing, I calculated the depreciated value of the repair to the counter top as follows:  $\$2,550 / 15 \text{ years} = \$170 \times 6 \text{ years (remaining useful life)} = \$1,020$ . This reduces the overall claim by \$1,530 to \$7,286 and when the recalculated GST (5%) is added of \$364.30, I find the total amount for cleaning and repair of damages is \$7,650.30. When the Respondent's payments totalling \$620, are applied, the amount that can be ordered paid is \$7,030.30.

#### *Orders*

An order will issue requiring the Respondent to pay costs for repair of damages and cleaning totalling \$7,030.30 (p. 42(3)(e) and p. 45(4)(d)).

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Janice Laycock  
Rental Officer