

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

JA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **October 23, 2024**

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

Appearances at Hearing: **PS, representing the Applicant**

Date of Decision: **October 23, 2024**

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against JA as the Respondent/Tenant was filed by the Rental Office September 10, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondent by email on September 16, 2024 and deemed served on September 19, 2024.

The Applicant alleged the Respondent caused damages to the rental premises. An order was sought for the payment for the cost of repairs.

A hearing was scheduled for October 23, 2024, in Yellowknife by three-way teleconference. PS appeared representing the Applicant. The Respondent did not appear at the hearing, nor did anyone appear on their behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act (Act)*. At the hearing, I reserved my decision to further review the evidence and testimony.

Tenancy Agreement

Evidence provided establishing a tenancy agreement between the parties for subsidized public housing commencing May 21, 2021. I am satisfied a valid tenancy agreement was in place in accordance with the *Act*.

Damages

The Applicant claimed costs for repair of damages to the rental premises. Entered into evidence was the lease balance statement indicating the damage costs and payments made towards the damage claim, tenant check-in/out unit condition report, notice of damages to the Respondent, photographs, building owner estimate for damages.

Under subsection 42(1) of the *Act*, a tenant shall repair damages to the rental premises caused by their wilful or negligent conduct of the tenant or persons permitted on the premises by the tenant, and under subsection 42(3)(e) of the *Act*, where, on the application of a landlord, a rental officer determines that a tenant has breached the obligation imposed by this section, the rental officer may make an order (e) requiring the tenant to pay any reasonable expenses directly associated with the repair or action.

The following are the amounts claimed and my findings by room:

- **\$50.00 claimed and approved** - Entrance - replace door stop. **Supported evidence.**
- **\$1,860.00 claimed** - Living and Dining room - install screen, repair window crank, place set of blinds, repair heating vent, patch two walls, reinstall light, replace bulbs. A charge for two wall patching is \$500.00 each. Photo evidence showed some damage as drywall screws and nails popping. These are wear and tear items. While there is damage, the cost for wear and tear are not charged to the tenant. \$250.00 will be deducted for the cost of wear and tear. **\$1,610.00 approved. Supported by evidence.**
- **\$700.00 claimed and approved** - Kitchen - remove stickers from fridge, replace fridge handle, repair drawer, reinstall cupboard door. **Supported by evidence.**
- **\$300.00 claimed** - Hallway - reinstall bifold door. Inspection report and photos did not indicate damage to the door or missing hardware. Time to rehang a bifold door would be no longer than 30 minutes. **\$100.00 approved. Supported by evidence.**
- **\$1,260.00 claimed and approved** - Bathroom - replace door and vanity doors, replace three bulbs, replace toilet seat and lid, install towel bar. **Supported by evidence.**
- **\$500.00 claimed and approved** - Bedroom - replace door. **Supported by evidence.**

\$ 4,220.00	Damages Approved
\$ 422.00	Administration Fee
\$ 232.10	GST
\$ 4,874.10	Total Cost
\$ 190.00	Payments received
\$ 4,684.10	Balance Owing on Damages

Based on the evidence provided and testimony of the Applicant's representative, I find the Respondent responsible for damages to the rental premises in \$4,684.10.

Orders

An order will be issued:

- requiring the Respondent to pay to the Applicant the cost of repairs in the amount of \$4,684.10 (p. 42(3)(e)).

Jerry Vanhantsaeme
Rental Officer