

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

VW

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 6, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant

Date of Decision: November 6, 2024

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against VW as the Respondent/Tenant was filed by the Rental Office October 2, 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 October 7, 2024.

The Applicant claimed the Respondent was responsible for 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 November 6, 2024, by three-way teleconference. PS appeared representing the Applicant. The Respondent, VW, did not appear nor did anyone appear on their behalf. As the Respondent failed to appear after receiving sufficient notice, the hearing proceeded in their absence, as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

I reserved my decision at the hearing to review the evidence and testimony, and pending receipt of an updated lease balance statement. The statement was received by the Rental Office on November 6, 2024.

Tenancy agreement

The Applicant provided, as evidence, the written tenancy agreement for subsidized public housing for the term March 29, 2016 to September 30, 2016, and then continuing month to month. The subsidized rent is currently \$160/month.

I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Tenant damages and cleaning

The Applicant claimed \$2,513.70 (including GST) for costs to repair damages and cleaning at the Respondent's previous unit. They testified the Tenant moved to a different unit on July 9, 2024, and were given time to clear the rental unit and clean. The Tenant kept delaying this work and eventually a move out inspection was carried out on August 29, 2024. The Tenant was provided an opportunity to attend the inspection but did not do so.

The Applicant provided, as evidence, the entry and exit inspection reports, an estimate to repair damages and clean the unit, and photographs documenting the condition of the unit at move-out. The claim includes:

1. \$450 - Unit cleaning;
 2. \$198 - Entrance - \$66 remove 2 screws and patch, \$132 repair corner beads;
 3. \$264 - Living room - \$132 patch 2 walls, \$132 repair corner beads;
 4. \$132 - Kitchen - patch holes around top corners of windows;
 5. \$ 66 - Laundry room - reinstall door;
 6. \$ 66 - Staircase - south wall patch;
 7. \$132 - Hallway upstairs - remove dark stain;
 8. \$264 - Bathroom - \$66 patch north wall hole behind door, \$132 west wall sand 2 paint tears remove screws and patch, \$66 remove dark brown stain;
 9. \$132 - Linen Closet - remove brown paint stain;
 10. \$284 - Master bedroom - \$20 replace 2 receptacle covers, \$132 patch 2 holes north wall, \$132 patch large holes south wall;
 11. \$340 - Bedroom #2 - \$132 remove stains, \$10 replace receptacle cover, \$198 patching;
 12. \$ 66 - Bedroom #3 - patch wall.
- \$2,394.00 SUBTOTAL (without GST)

At the hearing, I found the majority of the claim reasonable and supported by evidence but questioned some amounts claimed that appear to be identified during the entry inspection:

2. \$66 - Entrance - to remove 2 screws and patch - the entry inspection report notes "2 screws/2 marks (tape)". At the hearing, the Applicant agreed this was probably an oversight on their part, and agreed to withdraw their claim for this amount.
3. \$132 - Living room - to patch 2 walls, the entry inspection identified "3 large nail holes". The Applicant testified that this work was damage during the tenancy and was not related to the damage noted in the entry inspection, and was supported by the photos. I approved this claim.
8. \$66 - Bathroom - \$66 to patch hole behind door, and \$132 to sand 2 paint tears, remove 2 screws and patch - the inspection report notes 1 bad patch behind door knob, 2 screw holes/ 2 large tape marks behind toilet. The photo provided shows the patch behind the door was damaged, it also shows that the door had a door stop, however, the door when open touches the wall even with the door stop. The Applicant testified that the other damages were new and not related to those on the entry inspection. I deny the charge of \$66 to patch behind the door, as I think the poor patching job and door stop incorrectly installed led to the damage. I approved the charge of \$132, as based on the testimony and evidence, I find this damage most likely happened during the tenancy.

10. \$132 - Master bedroom - to patch north wall 2 holes - the entry inspection also identified damages "indent behind door knob and bad patch on (L) side of window", the Applicant agreed to remove this claim. However, other amounts claimed were not identified on the entry inspection and are approved.

With these adjustments the claim is reduced by \$264, with GST the amount approved is \$2,236.50. (\$2,394 - claim without GST - \$66 entrance - \$66 bathroom - \$132 master bedroom = \$2,130 +GST \$106.50 = \$2,236.50 approved).

At the hearing, the Applicant testified the Respondent entered into a payment plan on September 11, 2024, to pay the amount owing. As of the hearing, they had made two payments of \$100 each on October 1, and November 5, 2024. This information was confirmed in the updated lease balance statement provided after the hearing.

Based on the testimony and evidence, I find the Respondent has breached their obligations under the Act to repair damages and clean at their previous rental unit, and is currently responsible for costs totalling \$2,036.50.

Orders

An order will issue requiring the Respondent to pay costs for repair of damages and cleaning totalling \$2,036.50 (p. 42(3)(e) and p. 45(4)(d)).

Janice Laycock
Rental Officer