

IN THE MATTER between **HNT**, Applicant, and **JS and AS**, Respondents;

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 Resolution in the Northwest
Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

JS AND AS

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 3, 2024
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	MU, representing the Applicant
<u>Date of Decision:</u>	December 3, 2024

REASONS FOR DECISION

An application to a rental officer made by FRHA on behalf of HNT as the Applicant/Landlord against JS and AS as the Respondents/Tenants was filed by the Rental Office October 31, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Resolution, Northwest Territories. The filed application was personally served on the Respondents on November 22, 2024.

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

A hearing was held December 3, 2024, by three-way teleconference. MU appeared representing the Applicant. The Respondents did not appear, nor did anyone on their behalf. The hearing proceeded in the Respondents absence pursuant to subsection 80(2) of the *Residential Tenancies Act (Act)*. I reserved my decision to further review the evidence and testimony.

Tenancy Agreement

Evidence provided establishing a fixed term tenancy agreement between the parties for subsidized public housing from October 23, 2019 to January 31, 2020, after which continued as a month-to-month tenancy until the Respondents were evicted on August 30, 2024. I am satisfied a valid tenancy agreement was in place in accordance with the *Act*.

Previous Orders

Rental Officer Order #17113, dated January 25, 2021, ordered the Respondents to pay rental arrears of \$3,815.00, and ordered a conditional termination on April 30, 2021, unless the arrears are paid in full and the rents for February, March and April are paid on time. If the tenancy agreement was terminated, the Respondents would be evicted on or after May 1, 2021.

Rental Officer Order #17870, dated February 14, 2023, ordered the Respondents to pay rental arrears of \$2,205.46, in monthly installments of \$100.00 by the last day of the month until the arrears are paid in full and the Respondents were to pay future rent on time.

Rental Officer Order #18281, dated June 17, 2024, ordered the Respondents to pay \$105.83 in rental arrears, pay \$1,516.06 in repair costs, pay future rent on time, comply with their obligation not to disturb the Landlord or other tenant's quiet enjoyment of the rental complex and not breach that obligation again, terminate the tenancy agreement on:

- (a) July 31, 2024, unless there are no further disturbances caused by the Respondents or their guests; and
 - (b) August 31, 2024, unless there are no further disturbances caused by the Respondents or their guests; and
 - (c) September 30, 2024, unless there are no further disturbances caused by the Respondents or their guests; and
- evicting the Respondents from the rental premises:
 - (a) August 1, 2024, if the termination of the tenancy becomes effective July 31, 2024;
 - (b) September 1, 2024, if the termination of the tenancy becomes effective August 31, 2024; and
 - (c) October 1, 2024, if the termination of the tenancy becomes effective September 30, 2024.

From this point forward the Applicant/Landlord will be referred to as the Landlord and the Respondents/Tenants will be referred to as the Tenants.

Security deposit

The Landlord entered into evidence a Security Deposit Statement. The statement indicated a security deposit of \$700.00 was paid by the Tenants on October 12, 2019 and the interest earned was \$1.70. A letter was set to the Tenants advising the security deposit and interest earned for a total of \$701.70 would be retained and applied to the arrears and tenant damages.

Rental arrears

The lease balance statement entered into evidence represents the Landlord's accounting of the rent and payments received against the Tenant's rental account from April 1, 2024 until the tenancy ended on August 30, 2024. The rent charge for this period was \$75.00 per month. The statement indicated the Tenants had accrued \$150.00 in new rental arrears since Rental Officer Order #18281 had been issued. The Landlord applied the \$253.83 from the security deposit to the current rental arrears and the rental arrears balance from Rental Officer Order #18281. After deducting the arrears from the security deposit, there is a zero balance for rental arrears. The remaining \$447.87 of the security deposit was put towards the damages.

Damages

The Applicant claimed \$6,574.00 in costs for repair of damages caused to the rental premise during the term of the tenancy. Entered into evidence was the tenant check-in/out unit condition report, entry and exit photographs, unit condition rating and an estimate condition rating for costs. When questioned if work had been done or if work orders or invoices had been prepared, the Landlord's representative testified they had not been done and was only seeking costs based on the estimate provided in the application package.

The Rental Officer reviewed the claim with the evidence provided to determine if the Respondent was responsible for the damages and if the costs were reasonable.

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, 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:

- **\$935.00 claimed** - Exterior door - Estimated lifespan of an exterior door is 20-years. Renovations had been completed in September 2022, the exterior of the rental premises and the exterior door had been replaced at that time. Depreciated value is \$46.75 per year. Remaining useful life of the door is 18-years. **\$841.50 approved, supported by evidence and testimony.**
- **\$180.00 claimed** - Porch flooring - Cost to paint porch floor. Landlord representative verified the floor was painted in 2019. Estimated useful life of paint on flooring can range from 2 to 10-years, pending on whether latex or acrylic/oil paint. As the type of paint was not available, a five year useful life will be applied. **As the Tenants were in the rental premises for five years, the claim for painting the floor is denied.**
- **\$914.00 claimed** - Refrigerator replacement - Power had been cut off to the rental premises for a period of time. As there were items within the refrigerator for a period of time, it could not be cleaned and required disposal. Landlord's representative testified the refrigerator was from stock. Estimated useful life of a refrigerator is 15-years. Depreciated value is \$60.93 per year. Remaining useful life is 10-years. **\$609.33 approved and supported by evidence and testimony.**

- **\$240.00, claimed** - Interior doors - Two doors claimed. Landlord's representative amended claim for one bedroom and one bathroom door. Estimated lifespan of an interior door can be 20 years. Depreciated value is \$5.75 per year per door. Remaining useful life is 15- years. **\$172.50 approved and supported by evidence and testimony.**
- **\$115.00 claimed** - Bathroom vanity - Landlord's representative could not determine damages claimed and no visible photo evidence. **Representative withdrew claim.**
- **\$150.00 claimed** - Silicon replacement for tub surround. Estimated lifespan for silicone in a bathroom can range from 2 - 10 years. Move in photos showed silicone to be in good condition. Exit inspection and photos show silicone to be unclean. Cost to clean and ensure no mold growth would be more than replacement. Depreciated value is \$15.00 per year. Remaining useful life is 5-years. **\$75.00 approved and supported by evidence.**
- **\$125.00 claimed** - Bathroom hardware - Landlord's representative could not determine damages claimed and no visible photo evidence. Exit inspection also supported no damages. **Representative withdrew claim.**
- **\$85.00 claimed** - Bathroom flooring - Repair required. Landlord's representative claims tiles were separating and unclean. Exit inspection notes flooring as unclean and scratched. Landlord acknowledged the tiles may have lifted on their own. Peel and stick flooring can range from 5 and 25-years pending on quality and maintenance 15-year life span to be used. Flooring was in good condition on move in. Depreciated value is \$5.67 per year. Remaining useful life is 10-years. **\$56.67 approved and supported by evidence.**
- **\$115.00 claimed** - Utility area door - Porch door. Estimated lifespan of an interior door can be 20-years. Depreciated value is \$5.75 per year. Remaining useful life is 15-years. **\$86.25 approved and supported by evidence and testimony.**
- **\$90.00 claimed** - Ducting or radiator ducting - Paint and repair. **Landlord representative withdrew claim.**
- **\$3,500.00 claimed** - Interior patch and paint - Inspection report and photos indicate painting throughout is unclean and scratched. Landlord indicated the amount claimed does not take into account the useful life of painting and patching. Useful life of interior painting is 10-years. Depreciated value is \$350.00 per year. Remaining useful life is 5-years. **\$1,750.00 approved and supported by evidence and testimony.**

- **\$125.00 claimed** - Smoke detector - Entry inspection report evidence shows the smoke detector was in the rental premises at the time of move-in. Exit inspection report and photo evidence indicates the smoke detector was missing. Estimated useful life of a hardwired smoke detector is 14-years. Depreciated value is \$8.93 per year. Remaining useful life is 9-years. **\$90.36 approved and supported by evidence and testimony.**

\$ 3,681.61	Approved costs
\$ 447.87	Security Deposit Balance after arrears deducted
\$ 3,233.68	Total Damages balance approved

I am satisfied the Applicant's claim for cleaning costs and damages are accurate.

Order

An order will be issued:

- requiring the Tenants to pay to the Landlord the costs of repairs in the amount of \$3,233.68 (p. 42(3)(e)).

Jerry Vanhantsaeme
Rental Officer