

IN THE MATTER between **HNT**, Applicant, and **SL**, 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 **hamlet of Fort Resolution in the Northwest
Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

SL

Respondent/Tenant

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 4, 2024

REASONS FOR DECISION

An application to a rental officer made by FRHA on behalf of HNT as the Applicant/Landlord against SL as the Respondent/Tenant 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 Respondent November 19, 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 pending the receipt of information requested from the Applicant and 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 September 8, 2016 to December 31, 2016, after which continued as a month-to-month tenancy. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement was in place in accordance with the *Act*.

Previous orders

Rental Officer Order #16886, dated May 5, 2020, required the Respondent to pay \$2,800.00 in rental arrears, terminate the tenancy agreement on August 31, 2020, unless the arrears are paid in full and the rents for June through August 2020 are paid in full. Pay future rent on time.

Rental Officer Order #17317, dated July 29, 2021, required the Respondent to pay \$730.00 in rental arrears, pay future rent on time. Terminate the tenancy agreement on October 31, 2021 unless the total outstanding rental arrears of \$2,230.00 are paid in full and the monthly subsidized rents for August through October are paid on time and should the tenancy agreement be terminated, evict the Respondent from the rental premises on November 1, 2021.

Rental Officer Order #18282, required the Respondent to pay \$500.00 in rental arrears, pay future rent on time, comply with their obligation not to disturb the landlord or other tenants possession or enjoyment of the rental premises or rental complex and must not breach that obligation again. Terminate the tenancy agreement on:

- (a) July 31, 2024, unless there are no further disturbances caused by the Respondent or persons permitted to enter the residential complex or premises and the rent for July is paid in full and \$166.67 is paid towards the rental arrears;
- (b) August 31, 2024, unless there are no further disturbances caused by the Respondent or persons permitted to enter the residential complex or premises and the rent for August is paid in full and \$166.67 is paid towards the rental arrears; and
- (c) September 30, 2024, unless there are no further disturbances caused by the Respondent or persons permitted to enter the residential complex or premises and the rent for September is paid in full and \$166.67 is paid towards the rental arrears.

Evict the Respondent from the rental premises on:

- (a) August 1, 2024, if the tenancy agreement is terminated on July 31, 2024; and
- (b) September 1, 2024, if the tenancy agreement is terminated on August 31, 2024; and
- (c) October 1, 2024, if the tenancy agreement is terminated on September 30, 2024.

From this point forward the Applicant/Landlord will be referred to as the Landlord and the Respondent/Tenant will be referred to as the Tenant.

Security deposit

The Landlord entered into evidence a Security Deposit Statement. The statement indicated a security deposit of \$700.00 was paid by the Tenant on September 8, 2016 and the interest earned was \$2.78. A letter was set to the Tenants advising the security deposit and interest earned for a total of \$702.78 would be retained and applied to the arrears and tenant damages.

The Rental Officer questioned the clearing of the security deposit rather than transferring to the new rental premises after the Tenant had been transferred internally. The Landlord's representative testified they clear the tenancy. Also, in review of the lease balance statement, the security deposit was the exact match to a work order issued. When questioned on what the work order was for, the Landlord's representative testified the amount was for the cost of materials for painting. When questioned further, the representative stated the amount was calculated by the Foreman.

While testimony was provided under oath, I find the amounts for materials and the security deposit matching to be questionable.

Damages

The Applicant claimed \$8,745.00 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, photographs, unit condition rating, an estimate condition rating for costs, and one invoice for labour costs to paint the rental premises.

The Landlord's representative testified the exterior of the rental premises had been renovated in 2011 and the interior just prior to occupancy in 2017.

The Rental Officer reviewed the claim with the evidence and testimony 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:

- **\$45.00 claimed** - Main entrance handrail - Photo evidence shows the lumber for the handrail to be old and worn. **Representative withdrew claim.**
- **\$66.00 claimed and approved** - Porch light - Missing globe. **Supported by evidence and testimony.**
- **\$90.00 claimed** - Kitchen window - screen required repair - Inspection report inking matches the check-in inking showing the screen was already ripped. **Representative withdrew claim.**
- **\$780.00 claimed** - Livingroom window - Landlord's representative testified the window was replaced in 2011 during a renovation to the exterior of the rental premises. The Landlord had noted the work had been completed. Upon request, provided invoices for a total of \$777.55 for covering broken window (\$140.18) and glass replacement (\$637.37). Estimated useful life of window glass is 15-years. Depreciated value for the glass is \$42.49 per year. Remaining useful life is 2- years. \$84.98 approved for glass and full \$140.18 for covering window. **\$225.16 approved and supported by evidence and testimony.**

- **\$720.00, claimed** - 3 Bedroom Interior doors - three doors claimed - Estimated lifespan of an interior door can be 20 years. Depreciated value is \$12.00 per year per door. Remaining useful life is 13-years. **\$468.00 approved and supported by evidence and testimony.**
- **\$115.00, claimed and approved** - Bedroom Closet shelving - Master bedroom shelving damaged. Shelving no longer able to be used. Shelving should last for extended to lifetime of a rental unit under normal use. **Supported by evidence and testimony.**
- **\$550.00 claimed** - Bedroom window - Replace glass and screen. Landlord's representative testified the window was replaced in 2011 during a renovation to the exterior of the rental premises. Estimated useful life of window glass is 15-years. \$90.00 allowed for screen replacement leaving window glass cost to be \$460.00. Depreciated value is \$30.67 per year. Remaining useful life is 2-years. **\$151.34 approved for glass and screen. Supported by evidence and testimony.**
- **\$180.00, claimed** - Bedroom flooring - Landlord's condition report claims flooring requires repair. Check-out inspection report identifies the flooring as unclean. **Representative withdrew claim.**
- **\$240.00, claimed** - Bathroom door - Estimated lifespan of an interior door can be 20 years. Depreciated value is \$12.00 per year per door. Remaining useful life is 13-years. Inspection report and condition report notes door damaged. **\$156.00 approved and supported by evidence and testimony.**
- **\$120.00, claimed** - Bathtub and shower - Conflicting reports, Landlord's condition report claims repair and inspection report claims unclean/repair. No photo evidence to confirm condition. **Representative withdrew claim.**
- **\$155.00, claimed** - Tub Surround - Conflicting reports, Landlord's condition report claims repair and inspection report claims unclean/repair. No photo evidence to confirm condition. **Representative withdrew claim.**
- **\$935.00 claimed** - Exterior door - Estimated lifespan of an exterior door is 20-years. Exterior renovations completed in 2011, exterior door had been replaced at that time. Depreciated value is \$46.75 per year. Remaining useful life of the door is 7-years. **\$327.25 approved, supported by evidence and testimony.**

- **\$5,250.00 claimed** - Interior patch and paint - Inspection report and photos indicate painting throughout is unclean and scratched. Evidence showed extensive damage interior. Initial estimate was \$4,750.00, actual cost claimed. Useful life of interior painting is 10-years. Depreciated value is \$525.00 per year. Remaining useful life is 3-years. **\$1,575.00 approved and supported by evidence and testimony.**

\$ 3,083.75	Approved damages
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Order

An order will be issued:

- requiring the Tenant to pay to the Landlord the costs of repairs in the amount of \$3,083.75 (p. 42(3)(e)).

Jerry Vanhantsaeme
Rental Officer