

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

JT

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	February 5, 2025
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	PS, representing the Applicant
	JT, representing the Respondent
	CT, representing the Respondent
<u>Date of Decision:</u>	February 21, 2025

REASONS FOR DECISION

An application to a rental officer made by YHA as the Applicant/Landlord against JT as the Respondent/Tenant was filed by the Rental Office December 3, 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 and deemed served on December 13, 2024.

The Applicant alleged the Respondent repeatedly failed to pay rent when due and in full and had accumulated rental arrears and damages to the rental premises. An order was sought for the payment of rental arrears and costs of repairs and pay future rent on time.

A hearing was scheduled for February 5, 2025, in Yellowknife by three-way teleconference. PS appeared representing the Applicant. JT as the Tenant and CT an Occupant appeared representing the Respondent. At the hearing I reserved my decision for both parties to provide requested supporting documentation and to further review the evidence and testimony.

Tenancy agreement

Evidence provided establishing a month-to-month tenancy agreement for subsidized public housing commencing June 1, 2015. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

From this point forward the Applicant will be known as the Landlord and the Respondent as the Tenant.

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. At the time of the application, the monthly rent charged was \$610.00.

The statement also included damage charges in the amount of \$5,070.45. Damages are not considered arrears. The statement also indicated the Tenant had accumulated rental arrears in the amount of \$890.00.

An updated statement was provided prior to the hearing indicated the Tenant paid \$80.00 towards November and Decembers rent, \$530.00 towards January 2025 rent and had not made

any payment towards February 2025 rent. Resulting in the arrears increasing to \$2,030.00, which equates to just under 3.5 months of unpaid rent at the current calculated rent.

The Rental Officer questioned if the Tenant had been provided notice of their arrears. The Landlord's representative testified they send out statements after the rent account had been reconciled, the last one sent was prior to the application in August 2024. The Tenant acknowledged receiving copies of the statements. The Tenant also acknowledged they had rental arrears. Upon request the notice and monthly statements was provided to the Rental Officer.

I am satisfied the lease balance statement accurately reflects the current status of the Tenant's rent account. I find the Tenant repeatedly failed to pay rent in full when due and accumulated rental arrears in the amount of \$2,030.00.

Tenant *damages*

The Applicant claimed costs for repair of damages to a previous rental premises. Entered into evidence was the Tenant check-in/out unit condition report, notices letters to the tenant regarding damages and a final inspection letter with a copy of the Landlord was claiming for damages.

The Landlord's representative testified they transferred the Tenant from their previous rental premises to a newly acquired property. As the transfer was done by the Landlord, coordination by the Landlord. The Landlord stated they provided the Tenant ample time to clean the rental premises after given the new rental premises. The Landlord's representative testified they typically allow one week but in this case had given the Tenant two weeks to do so. After the two weeks another of the Landlord's representatives reached out to the Tenant to arrange the exit inspection. The Landlord submitted into evidence was an email regarding appointments between the Landlord's agent and the Tenant to conduct the exit inspection. The email indicated an appointment was made on April 30, 2024, but cancelled upon request of the Tenant and rescheduled to May 3, 2024. May 3, 2024 the Tenant then contacted the Landlord to reschedule to May 7, 2024. On May 7, 2024, the Landlord's representative received an email to cancel the exit inspection and would do it on May 9, 2024, whether cleaned or not. May 9, 2024, the Tenant did not attend and the inspection was completed. The Representative testified while the co-worker was waiting at the former rental premises, the Tenant had called to cancel. However, the inspection had already been completed.

In response to the Inspection, the Tenant advised when calling the Landlord's representative about the inspection, the Landlord's representative attended and carried out the inspection

prior to the scheduled time and that they had not cleaned the rental premises yet. The Tenant also stated they resided in the rental premises for 9 years, without maintenance or painting. They also stated the fire extinguisher was outdated and they did replace some of bulbs.

The Tenant acknowledged there was wear and tear and some of the damages such as that caused by door knobs. Some of the damages were caused by a person who was charged for break and enter. The Landlord stated they were never advised of the break in and should not be responsible for the costs of the damages.

The Tenant also stated there was message from the building owner's representative stating not to worry they knew the Tenants were good tenants. To support this claim was a copy of the text message. In review of the text message, the Tenant advised the building owners representative they were unsure on what to expect for charges in relation to the rental premises. The Building owner's representative stated they would watch for the paperwork and had advised their staff already.

The Rental Officer questioned the Landlord's representative regarding reporting of damages, who should the Tenant report damages to? The Landlord's representative stated, the Tenant was told to report issues to the Landlord. Landlord's representative stated they cannot keep accurate records if they are not contacted. The only time they should report to the building owner is disturbances as there is shared on site security with the building owner. The building owner also encourages the Tenant to contact the Landlord. The Landlord's representative also stated the building owner encourages Tenants to go to the Landlord. There are also times the Landlord will have the building owner address but only after approved by the Landlord. The Landlord's representative testified their manager had been in contact with the Tenant and advised all maintenance issues must come through the Landlord.

The Tenant acknowledged the issue and stated both the Landlord and building owner to advise them of the issues in the rental premises and complex. They wanted to make sure everyone was aware.

The occupant of the rental premises testified some of the charges claimed are due to water damage due to weather. The Rental Officer advised the damages noted are not part of the claim.

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 requiring the tenant to pay any reasonable expenses directly associated with the repair or action.

The Rental Officer reviewed the claim with the evidence provided to determine if the Tenant was responsible for the damages, cleaning and if the costs for the work was reasonable:

The following are the amounts claimed and my findings:

- **\$650.00 claimed and approved**, full cleaning of rental premises. Tenant disputes the charge claiming they did not have time to clean prior to the inspection. The Tenant postponed the exit inspection and had two weeks to complete the cleaning prior to the inspection occurring. Ample time was provided to the Tenant to complete the cleaning. **Supported by evidence.**
- **\$500.00, claimed and approved**, entrance - patch north wall. Tenant claimed wall was damaged during a break and enter. The person was charged but had passed away. Police file was provided showing the incident occurred in 2019. The Landlord stated the Tenant did not notified of the incident. I find the Tenant failed to appropriately inform the Landlord or took action to address the damages. **Supported by testimony and evidence.**
- **\$500.00, claimed and approved**, hallway - patch wall. Large hole in wall hidden by bookshelf. **Supported by evidence.**
- **\$500.00, claimed and approved**, dining - patch north wall, attempted patching and other damaged to wall which is not considered wear and tear. **Supported by evidence.**
- **\$500.00, claimed and approved**, dining - patch west wall, multiple attempted patches. **Supported by evidence.**
- **\$200.00, claimed**, dining/livingroom - replace and install blinds. Useful life blind can run from 10 to 20 years, depending on quality. Tenant claimed blinds were old and brittle, they removed them and put in the closet to ensure they were not damaged and charged for replacement. Blinds were not found in the rental premises at the check out. Tenant had not reported issues with the blinds to the Landlord. Tenant claims they were told not to use blinds. Entry inspection did not note issues with the blinds. To determine cost an average will be taken using 15- years of useful life. Depreciated value is $\$200 / 15\text{-years} = \13.33 per year. $\$13.33 \times 5\text{-years} = \66.67 . **Total approved costs \$66.67. Supported by testimony and evidence.**
- **\$500.00, claimed and approved**, living room - patch north wall, gouges and scrapes in wall not conducive to normal wear and tear. **Supported by evidence.**

- **\$500.00, claimed and approved**, bathroom - patch east wall, attempted patches to wall. **Supported by evidence.**
- **\$100.00, claimed and approved**, bathroom - replace towel bar. Tenant disputes claim, stating no towel bar was on the wall. Tenant's installed towel bar themselves. Entry inspection does not indicate a towel bar was missing at start of the tenancy. Tenant stated they could find photos proving no towel bar was on the wall. Tenant did not provide photos. Evidence also shows patchwork on the wall where an installed towel bar would have been located. **Supported by evidence.**
- **\$40.00, claimed and approved**, bathroom - replace two light bulbs. **Supported by testimony and evidence.**
- **\$100.00, claimed and approved**, master bedroom - replace window screen. **Supported by evidence.**
- **\$20.00, claimed and approved**, master bedroom - replace door stopper. **Supported by evidence.**
- **\$60.00, claimed**, master bedroom - replace three slats on blinds. Tenant claims blinds were old and never used. They were old and had smoke damage. Useful life blind can run from 10 to 20 years, depending on quality. To determine cost an average will be taken using 15-years of useful life. Depreciated value is $\$60.00 / 15\text{-years} = \4.00 per year. $\$4.00 \times 5\text{-years} = \20.00 . **Total approved costs \$20.00. Supported by evidence.**
- **\$20.00, claimed and approved**, bedroom #2 - replace light switch cover. **Supported by evidence.**
- **\$200.00, claimed**, bedroom #2 -replace blinds. Useful life blind can run from 10 to 20 years, depending on quality. Tenant claimed blinds were never removed. Photo evidence shows only the mounting hardware attached without blinds. To determine cost an average will be taken using 15- years of useful life. Depreciated value is $\$200 / 15\text{-years} = \13.33 per year. $\$13.33 \times 5\text{-years} = \66.67 . **Total approved costs \$66.67. Supported by evidence.**

\$ 4,390.00	Total damages claimed
\$ 4,083.34	Approved damage costs
\$ 408.33	Administration fee (10%)
\$ 224.58	GST
\$ 4,716.25	Total approved costs

I am satisfied the Tenant is responsible for damages in the amount of \$4,716.25

Tenant concerns

During the hearing, the Tenant testified they had gone through trauma residing in their old rental premises and complex. During the tenancy, issues in the rental complex were difficult for them. The Tenant was also assaulted and due to conditions felt unsafe to do things such as laundry. They also stated they had experienced multiple fires and the Tenant and family were the only tenants calling the Fire Department and had assisted other tenants. By being charged amount for damages was an insult after what they experienced residing in the rental complex.

Orders

An order will be issued:

- requiring the Tenant pay to the Landlord rental arrears in the amount of \$2,030.00 (p. 41(4)(a));
- requiring the Tenant to pay future rent on time (p. 41(4)(b)); and
- requiring the Tenant to pay to the Landlord the cost of repairs in the amount of \$4,716.25 (p. 42(3)(e)).

Jerry Vanhantsaeme
Rental Officer