

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

MP

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
	MP, representing the Respondent
	BJ, ASCM, supporting the Respondent
<u>Date of Decision:</u>	February 21, 2025

REASONS FOR DECISION

An application to a rental officer made by Yellowknife Housing Authority on behalf of HNT as the Applicant/Landlord against MP 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 Personally Served on the Respondent on January 8, 2025.

The Applicant alleged the tenant failed to pay rent in full resulting in the accumulation of rental arrears and had caused damages to a previous rental premises. An Order was sought for payment of rental arrears and damages.

A hearing was scheduled for February 5, 2025, in Yellowknife by three-way teleconference. PS appeared representing the Applicant. MP appear representing the Respondent. BJ, ASCM appeared in support of the Respondent. The Respondent is a walk in client to AS. At the hearing I reserved my decision for the Applicant to provide requested documents and to further review the evidence and testimony.

Preliminary matters

Prior to the hearing the Applicant provided to the Respondent and copied to the Rental Officer an updated lease balance statement by **email to text message**. The section 71 of the *Act* sets out notice or other documents to be served by “Personal Service, Registered Mail, Fax” or a method set out in the regulations. Subsection 4(2) of the Regulations allows a notice or other documents may be served or given by email, if the receiver provides the email address to the sender.

Neither the *Act* or Regulations allows for the service of notice or documents from an email to a phone number in the form of a text message. While there is the ability for email to text, this service is unreliable as attachments cannot be confirmed and the Sender’s contact information does not show. Due to this issue, the Rental Officer does not deem an email to text as an approved method of service.

The Respondent confirmed they did not receive the information via text. It was also noted the service provider used by the Landlord did not match that of the Respondent.

Tenancy agreement

Evidence provided establishing a month-to-month tenancy agreement for subsidized public housing commencing on May 29, 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 \$80.00. The last time the Tenant had a zero or positive balance was May 30, 2024. The statement also included damage charges in the amount of \$10,475.85. Damages are not considered arrears. The statement also indicated the Tenant had accumulated rental arrears in the amount of \$252.00.

Prior to the hearing a current statement was provided. The statement indicated the Tenant made payments towards and the arrears was reduced to \$172.00.

Upon request, an updated statement was provided. The statement showed a payment was made on February 13, 2025 and the arrears was reduced to \$92.00.

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 have accumulated rental arrears in the amount of \$92.00.

Damages

The Landlord claimed costs associated for damages during the tenancy. Entered into evidence was the tenant check-in/out unit condition report, damage claim costs and photographs.

The rental officer questioned the building owners damages costs as portions were illegible. The Landlord's representative read into record the illegible items and also provided a copy of the photos and estimate for costs.

The Tenant did not dispute the damages claim. At the end of the hearing, the Tenant advised they were provided photos by compact disc (CD) but unable to open it. The Tenant

acknowledged they did not make attempts to access the CD. Landlord was directed to provide a hard copy of the photos to the Tenant.

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.

I reviewed 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**, cleaning of entire unit. **Supported by evidence**
- **\$1,320.00, claimed**, entrance - replace smoke detector (\$160.00), replace two bulbs (\$40.00), replace light fixture (\$120.00). patch west wall, small hole above door (\$500.00), patch north wall, large hole in wall (\$500.00). The hole above the door is small and does not constitute the cost of repair the same as any of the other damage walls. **\$50.00 approved cost for the repair of the small hole. \$870.00 approved costs. Supported by evidence.**
- **\$1,620.00, claimed and approved**, hallway - replace light fixture (\$120.00), patch south wall (\$500.00), patch west wall (\$500.00), patch east wall (\$500). **Supported by evidence.**
- **\$320.00, claimed and approved**, kitchen - repair cupboard door (\$200.00), replace light fixture (\$120.00). **Supported by evidence.**
- **\$400.00, claimed**, dining room - replace heat vent cover (\$200.00), replacement of blinds. Landlord confirmed blinds were 10-years old. The average useful life of vertical blinds is 15- years. Useful life remaining is 5-years. Depreciated value is $\$200 / 15\text{-years} = \13.33 . $\$13.33 \times 5\text{-years} = \66.67 for the blinds. **\$266.67 approved costs. Supported by evidence.**
- **\$1,700.00, claimed**, living room - patch 3 walls (\$1,500.00), replace blinds (\$200.00). Landlord confirmed blinds were 10-years old. The average useful life of vertical blinds is 15- years. Useful life remaining is 5-years. Depreciated value is $\$200 / 15\text{-years} = \13.33 . $\$13.33 \times 5\text{-years} = \66.67 for the blinds. **1,566.77 approved costs. Supported by evidence.**
- **\$520.00, claimed and approved**, bathroom - replace door (400.00), replace light fixture (\$120.00). **Supported by evidence.**

- **\$1,220.00, claimed**, master bedroom - replace door (\$400.00), patch wall (\$500.00), replace light fixture (\$120.00), replace blinds (\$200.00). Landlord confirmed blinds were 10-years old. The average useful life of vertical blinds is 15-years. Useful life remaining is 5-years. Depreciated value is $\$200 / 15\text{-years} = \13.33 . $\$13.33 \times 5\text{-years} = \textbf{\$66.65 for the blinds}$. **1,086.65 approved costs. Supported by evidence.**
- **\$1,320.00, claimed and approved** bedroom #2 - patch two walls (\$1,000.00), replace strip on heat cover (\$200), replace light fixture (\$120.00). **Supported by evidence.**

\$ 9, 070.00	Total damages claimed
\$ 8,220.09	Total approved damages
\$ 822.00	Administration fee (10%)
\$ 452.10	GST
\$ 9,494.19	Total approved costs

I am satisfied the Tenant is responsible for damages in the amount of \$9,494.19

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$92.00 (p. 41(4)(a));
- requiring the Tenant to pay future rent on time and in full (p. 41(4)(b));
- requiring the Respondent to pay to the Applicant the cost of repairs in the amount of \$9,494.19 (p. 42(3)(e)).

Jerry Vanhantsaeme
Rental Officer