

IN THE MATTER between **HNT**, Applicant, and **ML and DG**, 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 **city of Yellowknife in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

ML AND DG

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: March 6, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant

ML, representing the Respondents

Date of Decision: March 17, 2025

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against ML and DG as the Respondents/Tenants 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 Respondents by email and deemed served on December 13, 2024.

The Applicant alleged the Respondents caused damages to two separate rental premises. An order was sought for the payment of damages.

A hearing was scheduled for February 4, 2025, by three-way teleconference. PS appeared representing the Applicant. ML appeared representing the Respondents. Prior to the hearing, the Respondent advised they were served with the application by email through secure file transfer and they were unable to open the documents within the time frame allowed under this method service for email. The Respondent was advised the documents were served in accordance with the Act and they did have appropriate time to reach out to the Applicant or Rental Office to obtain the documents. However, in the interest of fairness, the Applicant was directed to serve the documents by personal service. The rescheduled hearing took place March 6, 2025, by three-way teleconference. PS appeared representing the Applicant. ML appeared representing the Respondents. I reserved my decision for the Applicant to provide requested information and to review the evidence and testimony.

Tenancy Agreement

Evidence provided establishing a tenancy agreement between the parties for subsidized public housing commencing February 21, 2020. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Previous orders

Rental Officer Order #17260, dated June 22, 2021, required the Respondent to pay future rent on time.

Damages

The Landlord claimed costs for repair of damages to a former and current rental premises in the amount of \$11,100.96.

The Landlord's representative testified the Tenants were transferred between rental premises. The building owner determined the costs for repairs to the old building. The Landlord's representative also stated the Tenant has made a commitment to address the damage claim and has been doing so. At the time of the hearing, the Tenants had a balance of \$4,915.96 owing.

The Tenant did not dispute the claim. The Tenant stated they are working to address the costs.

Entered into evidence was the lease balance statement indicating the damage costs and payments made towards the damages, the tenant check-in/out unit condition report, invoices, photographs, building owner estimate for damages, and letters to the Tenants advising of the costs.

Upon request, verification of building elements was provided and an updated lease balance statement indicating the Tenants had paid \$6,295.00.00 towards the damages.

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.

When determining costs, I took into account the useful life of building elements to ensure the costs are to make the Landlord whole and not to profit from the repairs. The following are the amounts claimed and my findings. GST was removed from costs until amounts owed was determined.

Current rental premises (no administration fee)

- **\$875.84, claimed and approved**, invoice # 134780A - replacement of broken toilet.
Landlord attempted to repair with spare parts but unable too. **Supported by evidence.**

\$ 875.84	Approved damage costs
\$ 43.79	GST
\$ 919.63	Approved costs

I am satisfied the Tenants are responsible for damages in the amount of \$919.63 for the current rental premises.

Previous rental premises (administration fee by building owner)

- **\$800.00 claimed and approved**, cleaning of entire rental premises. **Supported by evidence.**
- **\$750.00 claimed**, entrance - patch wall (\$500.00), replace one bi-fold door (250.00). Useful life of bi-fold door is 10-years. Landlord verified door was 6 years old. Depreciated value is $\$250.00 / 10\text{-years} = \25.00 per year. $\$25.00 \times 4 = \100.00 . **Total approved costs \$600.00. Supported by evidence.**
- **\$820.00 claimed and approved**, storage and partition area - replace and install light bulb (\$20.00), repair corner bead (\$200.00), repair two corner bead on partition between laundry and kitchen (\$400.00), repair corner bead on partition between laundry and fridge (\$200.00). **Supported by evidence.**
- **\$995.00 claimed and approved**, kitchen - reinstall lower cupboard door (\$100.00), replace sink stopper (\$20.00), repair and install one cupboard drawer (\$100.00), replace and install one cupboard drawer (\$300.00), replace fridge handles (\$250.00), replace freezer bar (\$125.00), replace two stove burner knobs (\$100.00). **Supported by evidence.**
- **\$250.00 claimed**, laundry room - replace bi-fold door (\$250.00). Landlord verified door was 6-years old. Depreciated value is $\$250.00 / 10\text{-years} = \25.00 per year. $\$25.00 \times 4 = \100.00 . **Total approved costs \$100.00. Supported by evidence.**
- **\$1,000.00 claimed**, living room - replace blinds (\$200.00), install screen (\$100.00), replace transition strip (\$100.00), patch east hallway wall (\$500.00), replace transition strip between dining area and hallway (\$100.00). Useful life blind can run from 10 to 20 years, depending on quality. Landlord verified blinds were 10-years old. To determine cost an average will be taken using 15-years of useful life. Depreciated value is $\$200.00 / 15\text{-years} = \13.33 per year. $\$13.33 \times 5\text{-years} = \66.67 . Approved costs for blinds is \$66.67. **Total approved costs \$866.67. Supported by evidence.**

- **\$500.00 claimed**, storage room - replace door (\$400.00), install shelf (\$100.00). Landlord verified door was 20-years old. Useful life of an interior door is 20-years. While door is at the end of the useful life, it does not mean the door does not remain usable. 3-years of usable life will be authorized. Depreciated value is $\$400.00 / 20\text{-years} = \20.00 per year. $\$20.00 \times 3\text{-years} = \60.00 . **Total approved costs is \$160.00. Supported by evidence.**
- **\$400.00 claimed**, bathroom - replace bathroom door (\$400.00). Landlord verified door was 10-years old. Useful life of an interior door is 20-years. Depreciated value is $\$400.00 / 20\text{-years} = \20.00 per year. $\$20.00 \times 10\text{-years} = \200.00 . **Total approved costs is \$200.00. Supported by evidence.**
- **\$900.00 claimed**, master bedroom - replace door (\$400.00), patch west wall (\$500.00). Landlord verified door was 10-years old. Useful life of an interior door is 20-years. Depreciated value is $\$400.00 / 20\text{-years} = \20.00 per year. $\$20.00 \times 10\text{-years} = \200.00 . **Total approved costs is \$700.00. Supported by evidence.**
- **\$1,200.00 claimed and approved**, bedroom #2 - patch two walls (\$1,000.00), repair corner bead (\$200.00). **Supported by evidence.**
- **\$1,200.00 claimed**, bedroom #3 - patch two walls (\$1,000.00), replace blinds (\$200.00). Useful life blind can run from 10 to 20 years, depending on quality. Landlord verified blinds were 10-years old. To determine cost an average will be taken using 15-years of useful life. Depreciated value is $\$200.00 / 15\text{-years} = \13.33 per year. $\$13.33 \times 5\text{-years} = \66.67 . Approved costs for blinds is \$66.67. **Total approved costs \$1,066.67. Supported by evidence.**

\$ 7,508.34	Approved damage costs
\$ 750.83	Administration fee
\$ 412.96	GST
\$ 8,672.13	Total approved costs - old rental premises

I am satisfied the Tenants are responsible for damages in the amount of **\$8,972.13** for the Tenants previous rental premises.

To determine the balance owing the damages for both rental premises were combined and the costs of repairs were deducted as follows:

\$ 919.63	Approved damage costs - new rental premises
\$ 8,672.13	Approved damage costs - old rental premises
\$ 9,591.76	Total approved costs
\$ 6,295.00	Payments towards damages
\$ 3,296.76	Balance owing

I am satisfied the Tenants are responsible for damages in the amount of \$3,296.76.

Order

An order will be issued:

- requiring the Tenants to pay to the Landlord the cost of repairs in the amount of \$3,296.76 (p. 42(3)(e)).

Jerry Vanhantsaeme
Rental Officer