

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,
Applicant, and **RALPH EDJERICON**, 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, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **FORT RESOLUTION, NT.**

BETWEEN:

FORT RESOLUTION HOUSING AUTHORITY

Applicant/Landlord

- and -

RALPH EDJERICON

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of four thousand one hundred sixty three dollars (\$4163.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of four hundred fifty five dollars and ten cents (\$455.10).

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of July,
2007.

Hal Logsdon
Rental Officer

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BETWEEN:

FORT RESOLUTION HOUSING AUTHORITY

Applicant/Landlord

-and-

RALPH EDJERICON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 29, 2007

Place of the Hearing: Fort Resolution, NT via teleconference

Appearances at Hearing: Joyce Beaulieu, representing the applicant
Natasha Tourangeau, representing the respondent
Ralph Edjericon, respondent

Date of Decision: July 17, 2007

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on October 31, 2006 when the respondent vacated the premises. The applicant retained the security deposit of \$450 and accrued interest of \$13.55. A statement of the security deposit was completed showing a deduction of \$806.40 for cleaning with a balance owing of \$0.

The landlord's application was filed on March 26, 2007 seeking additional relief for rent arrears (\$4163) and cleaning and repairs (\$3296.34).

The applicant alleged that the respondent had failed to pay the full amount of rent during the term of the tenancy agreement. The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$4163. The respondent did not dispute the allegations regarding rent.

The applicant alleged that twelve floor tiles had been damaged by cigarette burns. A check-in/check-out inspection report and a work order were provided in evidence. The check-in report indicates only scratches on some floor surfaces and the check-out report indicates that all flooring was damaged but does not specify the type of damage. The work order indicates that twelve tiles were replaced at a cost of \$100.62. The applicant stated that she had filed photographs with the Rental Office by E-mail after the application was filed, however they are not on file and they were not made available to the respondent. The respondent's representative acknowledged that

one floor tile had been burned by a cigarette and required replacement. She disputed any other damage to the flooring.

The applicant alleged that there were holes in the bedroom wall which had to be repaired and the wall painted. The check-in report indicates the walls were in good condition and two holes were noted on the check-out report. Two work orders outline the work done to repair the holes and repaint for a total cost of \$1341. The respondent's representative acknowledged that there were four small holes in the bedroom wall "about the size of a knee". The respondent's representative disputed only the cost to repair and paint the walls, stating that the repairs should have required only 4-5 hours to complete rather than the 37 hours indicated on the work orders.

The applicant alleged that the bedroom door and entrance door were damaged requiring the replacement of the bedroom door and the repair of the entrance door. The check-in report indicates that all doors were in good condition and the check-out report indicates damage to the entry screen door and damage to the bedroom door. A work order indicates that the repair and replacement costs were \$487.20. The respondent's representative acknowledged the damage to the doors but disputed the labour costs to repair, stating that the repairs should have only required 3-4 hours of labour rather than the 8.5 hours indicated on the work order.

The applicant alleged that the premises were left in a very dirty condition and required cleaning. A work order for the cleaning was provided in evidence which indicated 56 hours of cleaning for a cost of \$1367.52. The work order also indicated a cost of \$806.40 which appeared as a

deduction on the security deposit statement. The applicant was not sure why only the \$806.40 was applied to the security deposit statement. The check-in report indicates that the premises were in a clean condition at the commencement of the tenancy and the check-out report indicates that the premises were "left in a filthy mess". The respondent's representative acknowledged that the premises were not reasonably clean but disputed that 56 hours were required to clean the premises. The respondent's representative stated that she felt 2 hours of cleaning would be sufficient.

Section 42 of the *Residential Tenancies Act* permits a Rental Officer to make an order requiring a tenant to pay any reasonable expenses directly related to a repair or action made necessary due to the negligence of the tenant. In *Inuvik Housing Authority and Marilyn Kendi* (File #20-8067, filed November 9, 2004), the Rental Officer declined to provide the full amount of monetary relief for repairs because the costs were not reasonable. The decision was upheld on appeal (*Inuvik Housing Authority v. Kendi*, 2005 NWTSC 46). The Hon. Justice J.Z. Vertes wrote in that decision,

Because the Act empowers the Rental Officer to determine the *reasonable* expenses for the repairs, the Rental Officer is per force entitled to express his opinion as to that expense. No matter what the actual cost is, the Rental Officer may determine the *reasonable* expense to be paid by the tenant.

In this matter, there is no dispute as to whether the repairs were made necessary due to the negligence of the tenant; the respondent acknowledges that they were. It is the reasonableness of

the labour costs that is at issue here. Based on the evidence before me which includes the inspection reports, work orders and the testimony of the parties, in my opinion, the labour costs claimed by the applicant are not reasonable and regardless of what the landlord paid to have the repairs done, the respondent should be liable only for reasonable costs.

TILE REPLACEMENT

The number of tiles damaged can not be ascertained by the inspection reports, which note (by code D), that just about everything in the house was damaged. There are no notes to indicate the type of damage (e.g. burned, broken, stained, etc.) to the tiles or the number damaged. In my opinion, the applicant has not demonstrated the requirement to replace 12 tiles and the material and labour costs have been reduced from \$100.62 to \$19.80 to reflect the replacement of one tile only.

PATCH AND PAINT WALLS

The applicant has claimed 37 hours to patch four holes and paint the bedroom wall. This represents nearly five work days. In my opinion, this work could easily be completed in 8 hours. The labour costs have been reduced accordingly, resulting in a reduction of total costs from \$1341 to \$348.31.

DOOR REPAIR AND REPLACEMENT

The applicant has claimed 8.5 hours to repair the entry door and replace one interior door. In my opinion, this work could be easily done in 5 hours. The labour costs have been reduced

accordingly resulting in a reduction of total costs from \$487.20 to \$367.39.

CLEANING

The applicant has claimed 56 hours to clean the premises. This represents almost 7.5 days of cleaning. The inspection report is not specific, except for the bathroom, as to what areas required cleaning but the work order outlines areas which were cleaned. In my opinion, any house this size can be cleaned so that is in a state of reasonable cleanliness in one day. Accordingly the cleaning costs have been reduced from \$1367.52 to \$183.15 which represents 7.5 hours of labour.

Taking into account the retained security deposit and accrued interest and applying the deposit and interest first to repair and cleaning costs, I find rent arrears in the amount of \$4163 and repair costs in the amount of \$455.10, calculated as follows:

Security deposit	\$450.00
Interest	13.55
Repair & cleaning costs	<u>(918.65)</u>
Repair costs due applicant	\$455.10
Plus rent arrears	<u>4163.00</u>
Total due applicant	\$4618.10

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$4163 and repair costs in the amount of \$455.10.

Hal Logsdon
Rental Officer
