

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and
ADRIAN DRAKES, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") as amended;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **HAY RIVER, NT.**

BETWEEN:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

- and -

ADRIAN DRAKES

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 three hundred seventy dollars (\$370.00).
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 eighty six dollars and sixty nine cents (\$486.69).

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of March,
2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and
ADRIAN DRAKES, 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.

BETWEEN:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

-and-

ADRIAN DRAKES

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 7, 2013

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Adam Swanson, representing the applicant
Adrian Drakes, respondent

Date of Decision: March 26, 2013

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the rental premises. The applicant withdrew their request for an order terminating the tenancy agreement and sought only an order requiring the respondent to pay the alleged rent arrears and repair costs. The premises are subsidized public housing.

The applicant provided a statement which indicated a balance of rent owing of \$370 and repair costs of \$1071.69. The repair costs are for the repair of a door and include material costs of \$306.69 and labour costs of \$765. The labour costs are based on 9 hours of labour at an hourly rate of \$85. A work order and invoice indicating the work done and associated costs was provided in evidence.

The respondent did not dispute the rent arrears. He acknowledged that the door was broken when the police had to forcibly enter the premises to make an arrest but stated that he felt the labour costs for the door repair were unreasonable. He stated that journeyman carpenters did not usually make \$85/hour. The applicant stated that the door repairs were carried out by the owner and that as the renter of the property, they were compelled to pay whatever the owner charged. While that may or may not be the case, to simply charge the tenant whatever the owner chooses to charge for the repairs is not reasonable.

The NWT Housing Corporation's maintenance management system includes average labour

hours for a variety of repairs. The guideline for the replacement of a door, complete with frame and trim is 4 hours. I am advised by the Corporation that the average journeyman carpenter earns \$45/hour.

In my opinion, the repair costs are not reasonable. I find reasonable costs for the door repair to be \$486.69 calculated as follows:

Materials	\$306.69
Labour (4 hours x \$45/hr.)	<u>180.00</u>
Total	\$486.69

I find the respondent in breach of his obligation to pay rent and his obligation to repair damages to the premises. I find the rent arrears to be \$370 and reasonable repair costs to be \$486.69. An order shall issue requiring the respondent to pay the applicant those amounts.

Hal Logsdon
Rental Officer