

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Billy Nelson**,  
Respondent;

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

AND IN THE MATTER of a Hearing before, **Adelle Guigon**, Deputy Rental Officer,  
regarding a rental premises within **the hamlet of Fort Liard in the Northwest  
Territories.**

BETWEEN:

**NWT HOUSING CORPORATION**

Applicant/Landlord

- and -

**BILLY NELSON**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent must pay to the applicant compensation for the cost of repairs to the rental premises known as Lot 224, Plan 1910, in Fort Liard, Northwest Territories, in the amount of \$2,720.00 (two thousand seven hundred twenty dollars).

DATED at the City of Yellowknife in the Northwest Territories this 20th day of January  
2015.

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Adelle Guigon  
Deputy Rental Officer

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R-5 (the "Act");

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**BILLY NELSON**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 20, 2015

**Place of the Hearing:** Yellowknife, Northwest Territories, by teleconference

**Appearances at Hearing:** Betty Hardisty, representing the applicant

**Date of Decision:** January 20, 2015

### **REASONS FOR DECISION**

An application to a rental officer made by NWT Housing Corporation as the applicant/landlord against Billy Nelson as the respondent/tenant was filed by the Rental Office November 25, 2014. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as Lot 224, Plan 1910, in Fort Liard, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for December 16, 2014.

The applicant alleged the respondent had caused damages to the rental premises and sought an order for compensation of the cost of repairs. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for January 20, 2015, by teleconference. Ms. Betty Hardisty appeared representing the applicant. Mr. Billy Nelson was served a notice of attendance by registered mail signed for December 30, 2014. Mr. Nelson did not appear at hearing, nor did anyone appear on his behalf. The hearing proceeded in his absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Ms. Hardisty testified that Mr. Nelson had been a tenant in subsidized public housing at the rental premises known as Lot 224, Plan 1910, in Fort Liard, Northwest Territories, from April 2003 to June 2014. When Mr. Nelson moved in to the rental premises it was a brand new unit with no damages to speak of.

In October 2013 an inspection of the premises was conducted to determine required renovations. At that inspection it was noted in the unit condition rating report that damages to one exterior door and three interior doors (including frames and mouldings for all) were caused by the tenant and required repair and replacement that otherwise would not have been contemplated in the anticipated renovations. An RFP was executed incorporating all required repairs and renovations. The work was not completed until mid-June 2014 – around the same time Mr. Nelson vacated the rental premises. The contractor's final costs were not compiled until the end of October 2014, from which the application to a rental officer was completed.

A claim was made in the application for the replacement of two exterior doors, three interior doors, and kitchen cupboard repairs totalling \$8,420. A reconciliation of this amount against the provided contract breakdown and contractor's SLP (breakdown of fees and costs by work performed) showed the claim included a percentage of costs for room and board of contractors, contingency fees, and profit fees. Had the items claimed as tenant damages been the only items repaired, these additional costs would not have been incurred. At any rate, section 42(3)(e) of the Act specifies reasonable expenses directly associated with the repair. The costs claimed for room and board, contingency fees, and profit fees are denied.

The kitchen cupboard repairs claimed were not substantiated by the documents provided into evidence. The application and contract percentage breakdown sheet identified "kitchen cupboard repairs", the condition rating report identified kitchen cabinets and counter tops requiring "some doors repair hinges", the check-out inspection report identified the kitchen counter top as "damaged", and the SLP does not refer to any of those things. As such, the claim of \$500 for costs associated with repairing the kitchen cupboard is denied.

The application requested compensation for the repair and replacement of two exterior doors. The condition rating report identified one exterior door specifically requiring repair and replacement due to tenant damages. Email conversations between the inspector and housing staff corroborated that only one of the two exterior doors required repair and replacement due to tenant damages. The SLP reflected costs associated with the repair and replacement of two exterior doors (labour and materials only) at \$2,720. The claim for the costs associated with the repair and replacement of one exterior door are granted in the amount of \$1,360.

With respect to the three interior doors, the condition rating report and the email conversation between the inspector and housing staff corroborated the repairs and replacement of the three interior doors due to tenant damages. The SLP reflected associated costs for labour and materials at \$1,360. The claim for the costs associated with the repair and replacement of three interior doors are granted in the amount of \$1,360.

An order will issue requiring Mr. Billy Nelson to compensate the applicant for costs directly associated with the repair of damages to the rental premises in the total amount of \$2,720.

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Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: E-mail conversations between Jennifer Vachon, Taylor Speed, Betty Hardisty, and Neil Phillips dated from October 16, 2013, to October 30, 2014

Exhibit 2: Condition rating report dated October 11, 2013

Exhibit 3: SLP chart

Exhibit 4: Tenant check-in/out unit condition report dated June 17, 2014

Exhibit 5: Contract percentage breakdown sheet dated June 6, 2014