

IN THE MATTER between **TSIIGEHTCHIC HOUSING ASSOCIATION**, Applicant,  
and **BEVERLY ELANIK**, 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, **HAL LOGSDON**, Rental Officer,  
regarding the rental premises at **TSIIGEHTCHIC, NT**.

BETWEEN:

**TSIIGEHTCHIC HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**BEVERLY ELANIK**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the respondent repair costs in the amount of forty thousand five hundred forty eight dollars and sixty five cents (\$40,548.65).

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

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Hal Logsdon  
Rental Officer

IN THE MATTER between **TSIIGEHTCHIC HOUSING ASSOCIATION**, Applicant,  
and **BEVERLY ELANIK**, 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:

**TSIIGEHTCHIC HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**BEVERLY ELANIK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 29, 2015

**Place of the Hearing:** Yellowknife, NT via teleconference

**Appearances at Hearing:** Elaine Blake, representing the applicant

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

### **REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

The applicant alleged that the respondent was responsible for a fire in the rental premises which caused considerable damage. The fire occurred on July 9, 2013 according to the fire report. An application (file #20-13788) was filed on October 15, 2013 seeking rent arrears, repair costs and termination of the tenancy agreement. That application was heard on December 2, 2013. An order was issued for relief of repair costs for damages that were prior to the fire and rent arrears. The tenancy agreement was terminated by that order on July 31, 2013. The respondent was unable to determine repair costs and was granted leave to file another application when those costs were known.

This application was filed on May 5, 2014 seeking repair costs that were related to the fire damage in July, 2013. The applicant stated that the repairs have still not been completed due to a lack of funding but material costs have been established through quotations from suppliers and a estimate of labour costs.

The applicant submitted that the fire was the result of careless smoking in bed. A fire report outlined that the fire started on a mattress in the bedroom and the source of the ignition was a cigarette. The respondent was the only occupant at the time. At the previous hearing, Ms Elanik

accepted responsibility for the fire but stated that she had guests in the premises earlier in the evening. The applicant provided photographs of the damage at the previous hearing which were considered in the determination of this application. The photographs show extensive smoke damage and the fire report indicates that part of a wall was taken down to ensure that fire had not spread to the wall cavity.

The applicant provided the following quotations for material:

Flooring, casing, vanity, shower stall	\$3413.83
Drywall, screws, tape, refrigerator, range, range hood	4256.32
Window units	4400.00
Cabinets, counters	3500.00
Electrical inspection, supply and repair	4000.00

The applicant stated that they would use their own employees to repair the premises and estimated that the labour costs would be about \$20,000. The NWT Housing Corporation provided a more detailed labour estimate, estimating the hours required to complete the repairs at 295.6 at a burdened labour rate of \$67.66. Adding the labour costs to the quotations for material, and adding the GST, the applicant estimated that the total repair costs would be \$41,548.66. The applicant sought relief in that amount.

I am satisfied that the repairs to the premises were made necessary due to the respondent's negligence and that the materials noted on quotations are required to repair the premises. I am satisfied that the material costs are reasonable. Adding the GST to the material quotes, I find the total material costs to be \$20,548.65.

Given the photographic evidence, I find the labour estimate of \$20,000 to be reasonable, but the relief sought by the applicant includes GST on the labour which would not be applicable if the applicant plans to do the repairs utilizing their own staff. Therefore I find the total estimates costs to be \$40,548.65.

Materials	\$19,570.15
GST - materials	978.50
Labour	<u>20,000.00</u>
Total	\$40,548.65

An order shall issue requiring the respondent to pay the applicant repair costs in the amount of \$40,548.65.

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Hal Logsdon  
Rental Officer