

IN THE MATTER between **NORMAN WELLS HOUSING AUTHORITY**, Applicant,
and **BRUCE LEBLUE**, 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 **NORMAN WELLS, NT**.

BETWEEN:

NORMAN WELLS HOUSING AUTHORITY

Applicant/Landlord

- and -

BRUCE LEBLUE

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 hundred fifty nine dollars and eighty six cents (\$459.86).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of twenty four thousand five hundred thirty one dollars and fifty six cents (\$24,531.56).
3. Pursuant to section 42(3)(f) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit #17, 28 Sahcho Avenue, Norman

Wells, NT shall be terminated on September 30, 2015 and the respondent shall vacate the premises on that day.

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of August, 2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORMAN WELLS HOUSING AUTHORITY**, Applicant,
and **BRUCE LEBLUE**, 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:

NORMAN WELLS HOUSING AUTHORITY

Applicant/Landlord

-and-

BRUCE LEBLUE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 12, 2015

Place of the Hearing: Norman Wells, NT via teleconference

Appearances at Hearing: Amanda Galati, representing the applicant
Janelle Butler, representing the applicant
Bruce LeBlue, respondent

Date of Decision: August 25, 2015

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, failing to repair damages to the rental premises and disturbing the quiet enjoyment of the landlord or other tenants. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and terminating the tenancy agreement and evicting the respondent. The premises are subsidized public housing.

The applicant provided a statement of account which indicated a balance of rent owing in the amount of \$459.86 and repair costs of \$33,110.94. The applicant sought monetary relief in those amounts. It should be noted that the applicant's summary of the alleged damages and repair costs contains an arithmetic error. The total relief sought for repair costs is actually \$32,869.34.

Numerous photographs of the rental premises were provided in evidence as well as detailed costs of repair.

The applicant also provided two notices to the respondent alleging disturbances in July and August, 2014.

The rental premises were scheduled for renovation in May, 2015 and the respondent was asked to find alternate accommodation while the renovations were underway. The applicant stated that upon inspection of the unit there was extensive damage which necessitated additional work and significant extra cost. Details of the original scope of work and the extra work were provided

along with the landlord's estimate of what items constituted normal wear and tear and what repairs were due to the tenant's negligence. The applicant also provided in evidence the check in report which was completed on September 24, 2008 and signed by both parties. The respondent disputed a number of the alleged damages.

Alleged Damages and Repair Costs

The applicant sought \$3260 to replace a damaged window in the kitchen. The respondent disputed the allegation stating that the window was not damaged. Photographs of the kitchen do not indicate any damage to the window. The relief is denied.

The applicant sought \$6500 to replace damaged exterior doors. The photographic evidence indicates substantial damage to the doors and the check in inspection report notes that they were in good condition at the commencement of the tenancy. The relief sought is reasonable.

The applicant sought \$1650 to replace a range and range hood. The respondent disputed the allegation stating that the range damage was not due to negligence and the range hood never worked. The check in report notes both items were in good condition at the commencement of the tenancy. The photographs indicate that the door to the range is damaged. I accept that the repairs were made necessary due to the tenant's negligence but consider 50% of the value or \$825 to be reasonable given the age of the appliances.

The applicant sought \$2640 for the replacement of bathroom and bedroom doors. The photographic evidence indicates that all of the bedroom doors are missing, the bathroom door is severely damaged and there is some missing bedroom door trim. The check in inspection report notes that the bedroom doors were missing at the commencement of the tenancy. There is no evidence that they were replaced with adequate doors during the term. In my opinion \$792 is reasonable compensation for the replacement of the bathroom door and the missing trim.

The applicant sought \$10,796 for the repair of damaged drywall. The photographic evidence indicates damaged drywall in every area of the premises. There are large holes throughout the premises which will necessitate the complete replacement of most of the wall areas with new drywall. In my opinion, the relief sought is reasonable. The respondent acknowledged the damage and stated that his children did most of the damage. He stated that he thought they had learned their lesson by being without a permanent home during the renovation period.

The applicant sought \$434.88 for the replacement of an interior door. The photographs indicate that the interior door leading to the porch is missing and the check-in report indicates that it was in good condition at the commencement of the tenancy. The relief sought is reasonable.

The applicant sought \$342.40 for the replacement of floor registers. The photographs indicate that most were missing or damaged and the check in inspection report indicates that they would be replaced. There was no evidence that they were replaced during the term. The relief is denied.

The applicant sought \$2162.38 for the replacement of electrical switches and receptacles. The photographic evidence shows that switch and receptacle plates are missing or damaged but there is no evidence to indicate that the switches or receptacles are damaged. In my opinion, \$100 is reasonable to replace the damaged plates.

The applicant sought \$5083.68 to replace damaged shelving. The photographs indicate significant damage to kitchen cabinetry and the check in inspection indicates that these were in good condition at the commencement of the tenancy. In my opinion, the relief sought is reasonable.

In summary I find the respondent to be in breach of his obligation to repair damages to the rental premises and find reasonable costs of repair to be \$24,531.56.

Rent Arrears

The respondent did not dispute the amount of rent alleged owing and the statements provided by the applicant appear to be in order. I find the rent arrears to be \$459.86.

Disturbance

The applicant stated that the notices sent to the respondent in July and August were the result of complaints made by neighbours who were not Norman Wells Housing Association tenants.

Section 43 of the Act sets out the obligation of tenants not to disturb the quiet enjoyment of the landlord or other tenants.

43. (1) A tenant shall not disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex.

There is no evidence that other tenants or the landlord were deprived of their right to quiet enjoyment of the rental premises. Therefore I find no breach of section 43 of the Act.

In my opinion there are sufficient grounds to terminate this tenancy. The damage done to the rental premises is extraordinary and I am unconvinced that this newly renovated unit, repaired at considerable public expense, will not be damaged again by the respondent and his family should the tenancy agreement continue.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$459.86 and repair costs of \$24,531.56. The tenancy agreement shall be terminated on September 30, 2015.

An eviction order to be effective on October 1, 2015 shall be issued separately.

Hal Logsdon
Rental Officer