

IN THE MATTER between **Hamlet of Fort Liard Social Housing**, Applicant, and
Derwin Kotchea and Victoria Klondike, Respondents;

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:

HAMLET OF FORT LIARD SOCIAL HOUSING

Applicant/Landlord

- and -

DERWIN KOTCHEA and VICTORIA KLONDIKE

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents must pay to the applicant rental arrears in the amount of \$3,667.77 (three thousand six hundred sixty-seven dollars seventy-seven cents).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents must pay to the applicant compensation for expenses directly association with the repair of damages to the rental premises in the amount of \$850 (eight hundred fifty dollars).

DATED at the City of Yellowknife in the Northwest Territories this 6th day of January
2014.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Hamlet of Fort Liard Social Housing** , Applicant, and
Derwin Kotchea and Victoria Klondike, Respondents.

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 **Adelle Guigon**, Deputy Rental Officer.

BETWEEN:

HAMLET OF FORT LIARD SOCIAL HOUSING

Applicant/Landlord

-and-

DERWIN KOTCHEA and VICTORIA KLONDIKE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: November 27, 2013

Place of the Hearing: Fort Liard, Northwest Territories, via Teleconference

Appearances at Hearing: Ellen McLeod, representing the Applicant
Victoria Klondike, representing the Respondents

Date of Decision: November 27, 2013

REASONS FOR DECISION

An application to a rental officer made by the Hamlet of Fort Liard Social Housing as the applicant/landlord against Derwin Kotchea and Victoria Klondike as the respondents/tenants was filed by the Rental Office August 6, 2013. The application was made regarding a tenancy agreement for the rental premises known as #802, 8 Black Water Road, in Fort Liard, Northwest Territories. The applicant served a copy of the filed application package on the respondents by registered mail signed for August 28, 2013.

At the time the application was made, the applicant alleged the tenants failed to pay their rent on time, had accumulated rental arrears, and failed to provide income information on time. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for November 27, 2013. Both parties were served notices of the hearing. Ms. Ellen McLeod appeared representing the applicant. Ms. Victoria Klondike appeared representing the respondents.

Ms. McLeod testified that since the application was filed the respondents had in fact moved out of the rental premises approximately October 18, 2013, without notice to the landlord. The landlord requested written notice from the tenants and accepted termination of the tenancy effective October 31, 2013. As of October 31, 2013, the respondents had accumulated rental arrears in the amount of \$4,419. Ms. McLeod provided an accounting of the total security deposit of \$700 with a calculation of the interest at \$51.23. The total of \$751.23 was retained against the rental arrears, reducing the rental arrears to \$3,667.77.

The landlord entered the vacated premises November 2, 2013, to conduct a check-out inspection. The respondents did not attend. The inspection found the unit had not been cleaned, a window had been broken, the master bedroom door was damaged and removed from its hinges, and there was debris left at the back steps. The applicant had provided supporting evidence for this prior to the scheduled hearing, which was provided to the respondents. The applicant requested payment of costs associated with cleaning and repairing the unit. Ms. McLeod could not provide an invoice amount for the cleaning as she had been unable as yet to schedule someone to perform the work. She offered an average cost of \$600 for similar sized units. The social housing program has set rates for the replacement and installation of doors and windows at \$450 and \$300 each, respectively.

Ms. McLeod also claimed a cost of \$100 for replacement of the unit's door lock-set due to the failure of the respondents to return the keys to the landlord in a timely manner.

Ms. Klondike did not dispute any of the statements made by the landlord with respect to the rental arrears, the application of the security deposit plus interest, or the damages claimed. She offered the return of the keys as she had brought them with her to the hearing, but did not dispute the cost of replacing the lock-set. She also did not dispute that cleaning was required, however, she asked for an opportunity to re-enter the premises and do the cleaning herself. At the time the respondents had vacated the rental premises she was employed full-time and unable to return to the unit to do a proper cleaning, whereas at the time of the hearing she had time off and could do the work. Ms. McLeod was open to permitting this and agreed to withdraw the request for the costs of cleaning the unit, reserving her right to apply again if the work was not completed by the respondents.

Tenancy Agreement

The residential tenancy agreement submitted into evidence was dated April 30, 2008, for subsidized public housing. It established a fixed-term tenancy from April 1, 2012, to July 31, 2013, after which it reverted to a month-to-month tenancy. The parties did not dispute the tenancy agreement and I am satisfied a valid agreement existed.

The tenants' written notice dated October 18, 2013, terminating the tenancy effective October 31, 2013, was accepted by the landlord. Both parties agreed to the termination date. I am satisfied the tenancy agreement was terminated in accordance with the Act on October 31, 2013.

Rental Arrears

The lease balance statements and A/R customer transactions are the landlords accountings of assessed rent and payments made to the account during the tenancy. Ms. Klondike did not dispute these statements. I am satisfied they accurately reflect payments made by the respondents and that there are rental arrears of \$4,419 as of November 27, 2013.

Security Deposit

The applicant's correspondence dated November 25, 2013, identifies the security deposit with interest at \$751.23. Ms. McLeod testified that the security deposit of \$700 had been paid in installments of \$250 on November 20, 2004, \$100 on February 26, 2008, and \$350 on December 8, 2010. Her calculation of the interest was verified and was not disputed by Ms. Klondike. I am satisfied the application of \$751.23 security deposit plus interest against the rental arrears was done by the landlord in accordance with the Act.

Tenant Damages

Ms. McLeod testified to a damaged bedroom door and a broken kitchen window, both requiring replacement. She further testified to the social housing program's set rates for such replacements at \$450 for the door and \$300 for the window. Both of these damages are reflected in the rental unit condition report during the exit inspection. Neither of these damages were noted in the rental unit condition report during the entry inspection. Ms. Klondike did not dispute either the damages or the costs associated for their repairs. I am satisfied the damages to the door and window occurred during the respondents' tenancy and that they are the respondents' responsibility. I find the respondents liable for the costs of \$750 to effect the repairs of the door and window.

Lock-set

Ms. McLeod testified that in order to secure the premises the landlord required either the return of the keys to the unit or the replacement of the lock-set and keys. As the respondents failed to return the keys in a timely manner the landlord was forced to replace the lock-set and keys at a set cost of \$100. Ms. Klondike did not dispute either that she had not returned the keys or the cost of replacement of the lock-set and keys. I am satisfied the respondents failed to comply with their obligation to return the keys to the rental premises to the landlord at the end of the tenancy. I find the respondents liable for the cost of \$100 to replace the lock-set and keys to the rental premises.

An order will issue requiring the respondents to pay rental arrears of \$3,667.77 and compensation for expenses associated with repairing damages caused by the respondents in the amount of \$850.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Applicant's Statement of Reasons for Application dated July 29, 2013
- Exhibit 2: Applicant's Tenant Monthly Notice - 2013 correspondence dated January 3, 2013
- Exhibit 3: Applicant's Tenant Monthly Notice - 2013 correspondence dated February 1, 2013
- Exhibit 4: Applicant's Rental Arrears correspondence dated February 20, 2013
- Exhibit 5: Important Notice of overdue rent dated February 21, 2013
- Exhibit 6: Applicant's Tenant Monthly Notice - 2013 correspondence dated March 4, 2013
- Exhibit 7: Applicant's Rent Payment and Arrears - 2013 Second Notice correspondence dated March 6, 2013
- Exhibit 8: Applicant's Tenant Monthly Notice - 2013 correspondence dated April 5, 2013
- Exhibit 9: Applicant's Outstanding Rental Arrears - 2013 correspondence dated April 29, 2013
- Exhibit 10: Applicant's Tenant Monthly Notice - 2013 - correspondence dated May 1, 2013
- Exhibit 11: Applicant's Outstanding Rental Arrears - 2013 Third Notice correspondence dated May 27, 2013
- Exhibit 12: Applicant's Tenant Monthly Notice - 2013 correspondence dated June 10, 2013
- Exhibit 13: Applicant's Outstanding Rental Arrears - 2013 Third Notice correspondence dated June 26, 2013
- Exhibit 14: Applicant's Tenant Monthly Notice - 2013 correspondence dated July 5, 2013
- Exhibit 15: Applicant's Outstanding Rental Arrears - 2013 Third Notice correspondence dated July 19, 2013
- Exhibit 16: Lease Balance Statement for April 1, 2012, to July 9, 2013
- Exhibit 17: Applicant's A/R Customer Transactions to July 29, 2013
- Exhibit 18: Residential Lease Agreement dated April 30, 2008
- Exhibit 19: Applicant's Updated Statement of Reasons for Application dated November 25, 2013
- Exhibit 20: Applicant's Tenant Monthly Notice - 2013 dated August 2, 2013
- Exhibit 21: Applicant's Tenant Notice - 2013 dated August 23, 2013
- Exhibit 22: Applicant's Outstanding Rental Arrears - 2013 Third Notice correspondence dated August 29, 2013
- Exhibit 23: Applicant's Tenant Monthly Notice - 2013 correspondence dated October 1, 2013
- Exhibit 24: Tenant's written notice dated October 18, 2013, terminating the tenancy effective October 31, 2013
- Exhibit 25: Applicant's Outstanding Rental Arrears - 2013 correspondence dated October 22, 2013
- Exhibit 26: Applicant's Outstanding Arrears/Cleaning of Unit - 2013 correspondence dated November 12, 2013
- Exhibit 27: Applicant's Cleaning of Unit/Security Deposit - 2013 correspondence dated November 25, 2013
- Exhibit 28: Lease Balance Statement for April 1, 2012, to October 1, 2013
- Exhibit 29: Rental Unit Condition Report - Entry Inspection December 15, 2010/Exit Inspection November 2, 2013
- Exhibit 30: Applicant's Tenant Monthly Notice - 2013 correspondence to respondents dated September 3, 2013
- Exhibit 31: Applicant's A/R Customer Transactions to October 28, 2013