

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **DEBORAH KLENGENBERG**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

- and -

**DEBORAH KLENGENBERG**

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 two thousand nine hundred twenty five dollars (\$2925.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair and cleaning costs in the amount of seventeen dollars and thirty one cents (\$17.31).
3. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 1470 Gitzel Street,

Yellowknife, NT shall be terminated on March 31, 2014 and the respondent shall vacate the premises on that date unless the respondent pays the applicant no less than one thousand four hundred seventy one dollars (\$1471.00).

4. Pursuant to section 41(4)(b) of the *Residential Tenancies Act* the respondent shall pay the monthly rent on time in the future.

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of February, 2014.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **DEBORAH KLENGENBERG**, 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:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

-and-

**DEBORAH KLENGENBERG**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 19, 2014

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

**Appearances at Hearing:** Ella Newhook, representing the applicant  
Deborah Klengenber, respondent

**Date of Decision:** February 27, 2014

**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 sought an order requiring the respondent to pay the alleged rent arrears and repair costs and terminating the tenancy agreement and evicting the respondent unless the arrears and repair costs were paid. The premises are subsidized public housing.

On or about July 29, 2013, the respondent was transferred from unit IHC1043 to unit GT1470. The premises were inspected and a check-out inspection report completed and signed by both parties. A check-in inspection report had been previously done and signed by both parties. An itemised list of damages and repair costs was completed on August 2, 2013 but the security deposit was transferred to the new premises. The repair costs were billed to the respondent. No deductions were made from the security deposit.

The original repair costs billed to the respondent were \$1652.81. The applicant provided a statement of account in evidence which indicated a balance owing of \$3168.31 which included both rent arrears and the repair costs. The applicant stated that they had applied payments and credits to the oldest debt first resulting in a balance of rent owing of \$2925 and repair costs of \$243.31.

The respondent acknowledged the rent arrears as correct but disputed several of the repair costs.

Even though most of the repair costs have been already been paid by the respondent due to the accounting practice of the landlord, it is reasonable in my opinion, to consider any dispute that tenant may have with the repair costs at this time. Had the applicant deducted the repair costs from the security deposit in the conventional manner, the respondent would have been able to dispute them via an *Application to a Rental Officer*.

The respondent stated that the carpets were old and stained from several incidents of water escape and needed to be replaced. The applicant acknowledged that the carpets were not new but argued that they were still serviceable but were not clean. The check-in inspection indicates some staining in the bedrooms but no comments at check-out other than “steam clean carpets req’d”. The respondent made no contradictory comments about the need for carpet cleaning on the check-out. I note that the applicant charged for 8-10 hours of general cleaning which was not disputed by the respondent. If the entire unit required considerable cleaning, it is not unreasonable to assume that the carpeting was also in an unclean condition. In my opinion, the evidence supports the need for carpet cleaning and the cost is reasonable.

The respondent stated that the damage to the bathroom wall was caused by a plumber while doing repairs to the premises. She stated that her son tried to repair the damage but lacked the skills to do a reasonable job. The applicant stated that the area of damage was unrelated to any work the plumber did and that the damage was not reported by the respondent. The damage is noted on the check-out report but not on the check-in report. If the damage was not the result of tenant negligence, I question why it appears not to have been reported and why the tenant’s son

would attempt a repair. In my opinion, the evidence supports tenant caused damage and I find the repair costs reasonable.

The respondent stated that the bifold doors in the bedrooms frequently came off the tracks so she left them off to prevent any damage to the doors. One door, in bedroom #4 is noted on the check-in report as having "holes". The same door is noted on the check-out report as "top damaged". In my opinion, the evidence indicates that the closet door was already somewhat damaged at the commencement of the tenancy and should have been replaced regardless of any additional damage that may have occurred during the tenancy. I also find the installation costs of the other bifold doors to be unreasonable. There is no indication that the mounting hardware was damaged and the installation of these doors takes practically no time or effort. The relief of \$226 is denied.

Since the security deposit was not retained, I find the rent arrears to be \$2925 and the remaining repair costs to be \$17.31 ( $\$243.31 - \$226 = \$17.31$ ). An order shall issue requiring the respondent to pay the applicant rent arrears of \$2925 and repair costs of \$17.31 and to pay the monthly rent on time.

In my opinion, there are sufficient grounds to terminate the tenancy unless the respondent demonstrates her willingness to address this debt and begins to pay her rent on time. The order shall terminate the tenancy agreement on March 31, 2014 unless at least \$1471 is paid. Should

the respondent pay that amount but subsequently fail to make suitable arrangements with the applicant to pay the remainder of the debt or fail to pay the monthly rent on time, the applicant may file another application seeking termination and eviction.

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Hal Logsdon  
Rental Officer