

IN THE MATTER between **Hay River Housing Authority**, Applicant, and **Brenitta Campbell**, 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 town of Hay River in the Northwest Territories**.

BETWEEN:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

- and -

BRENITTA CAMPBELL

Respondent/Tenant

AMENDED ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears in the amount of \$1,202.16 (one thousand two hundred two dollars sixteen cents).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent must compensate the applicant for the cost of repairs to the rental premises known as 6A Saskatoon Drive in Hay River, Northwest Territories, in the amount of \$369.21 (three hundred sixty-nine dollars twenty-one cents).

DATED at the City of Yellowknife in the Northwest Territories this 28th day of July 2014.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Hay River Housing Authority**, Applicant, and **Brenitta Campbell**, 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 **Adelle Guigon**, Deputy Rental Officer.

BETWEEN:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

-and-

BRENITTA CAMPBELL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 18, 2014
Place of the Hearing: Hay River, Northwest Territories
Appearances at Hearing: Willa-Jean Conroy, representing the applicant
Date of Decision: July 18, 2014

REASONS FOR DECISION

An application to a rental officer made by Hay River Housing Authority as the applicant/landlord against Brenitta Campbell as the respondent/tenant was filed by the Rental Office May 22, 2014. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as 6A Saskatoon Drive in Hay River, Northwest Territories. The applicant personally served a copy of the filed application on the respondent May 30, 2014.

The applicant alleged the respondent had accumulated rental arrears and caused damages to the rental premises. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for July 18, 2014. Ms. Willa-Jean Conroy appeared representing the applicant. Ms. Brenitta Campbell was personally served a notice of attendance July 10, 2014. Ms. Campbell did not appear at hearing, nor did anyone appear on her behalf. The hearing proceeded in her absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Ms. Conroy testified the respondent was a tenant in subsidized public housing at the rental premises known as 6A Saskatoon Drive in Hay River, Northwest Territories, since July 1, 2012. On April 11, 2014, Ms. Campbell was transferred to another unit, 21 Woodland Drive, when 6A Saskatoon Drive was burned to the ground.

The respondent had been repeatedly late paying her rent throughout the tenancy and on May 13, 2014, the applicant gave Ms. Campbell notice to terminate her tenancy agreement effective May 30, 2014, under section 54(1)(g) of the Act. The applicant filed the application to a rental officer subsequent to the notice in accordance with section 54(4) of the Act. Ms. Campbell continued to reside at 21 Woodland Drive and did not notify the applicant of any intention to vacate the rental premises as requested.

A representative of the applicant attended 21 Woodland Drive to speak with Ms. Campbell regarding the status of her housing and discovered the back door appeared to have been kicked in and damaged. Further investigation of the premises revealed Ms. Campbell was not there and the house appeared to be vacant, with some miscellaneous household items left behind. The representative was able to connect with Ms. Campbell by phone; she learned that Ms. Campbell

had not actually been back to the rental premises since May and that the electricity to the premises had been cut off on June 5th. The parties agreed in writing to terminate the tenancy effective June 30th and that Ms. Campbell would be responsible for the rent for June.

Ms. Conroy testified that Ms. Campbell had accumulated rental arrears as of June 30, 2014, in the amount of \$1,202.16; this amount includes a charge of \$349.61 for an electricity bill from May 2013 which Ms. Campbell failed to pay directly to the electricity company. Ms. Conroy requested an order for the payment of these rental arrears.

Also submitted into evidence were work orders dated January 8 and 24, 2014, for the replacement of a damaged window at 6A Saskatoon Drive in the total amount of \$316.21, and an invoice dated March 19, 2014, for a call out due to the respondent locking herself out of 6A Saskatoon Drive in the amount of \$53. Ms. Conroy requested an order for compensation of the cost of these expenses.

Tenancy agreement

The residential tenancy agreement dated June 28, 2012, is for subsidized public housing on a month-to-month basis starting July 1, 2012. The initial residence identified in Schedule A of the agreement is 6A Saskatoon Drive in Hay River, Northwest Territories. Section 3 of the agreement specifies the tenant will accept a transfer to other premises when the premises are no longer suitable. I am satisfied a valid residential tenancy agreement was in place between the parties in accordance with the Act. The burning of 6A Saskatoon Drive certainly makes the premises no longer suitable for occupation and I am satisfied the transfer of the respondent to 21 Woodland Drive was done in accordance with section 3 of the residential tenancy agreement.

Termination of the tenancy agreement

The written agreement to terminate the tenancy June 30, 2014, and the applicant's testimony that the respondent had vacated 21 Woodland Drive as of that date satisfy me that the tenancy agreement was effectively terminated on June 30, 2014.

Rental arrears

The client aged detail submitted into evidence is the landlord's accounting of monthly rent and payments received on the rent account. I am satisfied the client aged detail accurately represents the payments received against the respondent's rent account.

Section 8 of the residential tenancy agreement specifies the tenant is responsible for paying the utility bills for the rental premises. Section 1(1) of the Act defines rent as including charges for services and facilities, which in turn are defined as including utilities. The applicant submitted their invoice number 13112 dated May 16, 2013, for an electricity bill for 6A Saskatoon Drive in the amount of \$349.61. I am satisfied the respondent failed to pay the electricity bill. I am satisfied the application of the electricity bill against the respondent's rent account is consistent with the Act. I find the respondent has accumulated rental arrears totalling \$1,202.16.

Damages

The applicant submitted work orders and invoices detailing the replacement of a broken window at 6A Saskatoon Drive and an invoice detailing a call-out made by the respondent due to locking herself out of 6A Saskatoon Drive.

Section 12(b) of the residential tenancy agreement specifies the tenant's obligation to pay the cost of repairing any damage to the premises caused by the tenant or persons permitted on the premises by the tenant. Having no evidence to the contrary, I am satisfied the charges for the broken window are in accordance with section 12(b) of the residential tenancy agreement.

Section 12(c) of the residential tenancy agreement specifies the tenant shall conduct herself in a manner that will not disturb the landlord's possession or enjoyment of the premises. I am satisfied the charges for the call-out are commensurate with the inconvenience imposed on the landlord to open the respondent's premises for her.

I find the respondent liable to compensate the applicant for the cost of repairing the window and the call-out in the total amount of \$369.21.

An order will issue requiring Ms. Brenitta Campbell to pay rental arrears in the amount of \$1,202.16 and to compensate the applicant for repairs and call-out charges in the amount of \$369.21.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Statement of facts dated May 13, 2014
- Exhibit 2: Residential tenancy agreement fixed term lease dated June 28, 2012
- Exhibit 3: Statement dated May 8, 2014
- Exhibit 4: Agreement to pay rental arrears current tenants dated March 4, 2014
- Exhibit 5: Applicant's note to file dated April 25, 2014
- Exhibit 6: Applicant's overdue account correspondence to respondent dated April 23, 2014
- Exhibit 7: Applicant's note to file dated April 11, 2014
- Exhibit 8: Applicant's overdue account correspondence to respondent dated April 9, 2014
- Exhibit 9: Applicant's overdue account correspondence to respondent dated March 24, 2014
- Exhibit 10: Applicant's invoice number 14916 dated March 19, 2014
- Exhibit 11: Applicant's overdue account correspondence to respondent dated March 7, 2014
- Exhibit 12: Applicant's outstanding rental arrears - 45 days correspondence to respondent dated February 24, 2014
- Exhibit 13: Applicant's overdue account correspondence to respondent dated February 10, 2014
- Exhibit 14: Applicant's damages correspondence to respondent dated January 29, 2014
- Exhibit 15: Applicant's invoice number 60983 dated January 29, 2014
- Exhibit 16: Applicant's work order number 1,830 dated January 24, 2014
- Exhibit 17: Applicant's outstanding rental arrears correspondence to respondent dated January 20, 2014
- Exhibit 18: Applicant's damages correspondence to respondent dated January 15, 2014
- Exhibit 19: Applicant's work order number 1,729 dated January 8, 2014
- Exhibit 20: Applicant's invoice number 14554 dated January 14, 2014
- Exhibit 21: Applicant's overdue account correspondence to respondent dated January 8, 2013
- Exhibit 22: Applicant's overdue account correspondence to respondent dated December 12, 2013
- Exhibit 23: Applicant's overdue account correspondence to respondent dated November 25, 2013
- Exhibit 24: Applicant's overdue account correspondence to respondent dated November 12, 2013
- Exhibit 25: Applicant's overdue account correspondence to respondent dated October 22, 2013
- Exhibit 26: Applicant's outstanding rental arrears - 45 days correspondence to respondent dated October 8, 2013

- Exhibit 27: Applicant's outstanding rental arrears - 30 days correspondence to respondent dated September 24, 2013
- Exhibit 28: Applicant's note to file dated September 20, 2013
- Exhibit 29: Tenant's telephone notice to vacate the rental premises August 31, 2013, dated August 13, 2013, noted by landlord
- Exhibit 30: Applicant's note to file dated September 20, 2013
- Exhibit 31: Applicant's note to file dated September 12, 2013
- Exhibit 32: Applicant's outstanding rental arrears correspondence to respondent dated September 10, 2013
- Exhibit 33: Applicant's statement dated August 22, 2013
- Exhibit 34: Applicant's outstanding rental arrears correspondence to respondent dated August 12, 2013
- Exhibit 35: Applicant's statement dated May 16, 2013
- Exhibit 36: Applicant's unpaid power correspondence to respondent dated May 16, 2013
- Exhibit 37: Applicant's invoice number 13112 dated May 16, 2013
- Exhibit 38: Applicant's overdue rent correspondence to respondent dated April 19, 2013
- Exhibit 39: Applicant's overdue account correspondence to respondent dated March 15, 2013
- Exhibit 40: Applicant's overdue rent correspondence to respondent dated February 14, 2013
- Exhibit 41: Applicant's damages correspondence to respondent dated January 18, 2013
- Exhibit 42: Applicant's work order number 1,699 dated January 9, 2013
- Exhibit 43: Applicant's overdue account correspondence to respondent dated December 12, 2012
- Exhibit 44: Applicant's statement dated November 16, 2012
- Exhibit 45: Applicant's statement dated October 24, 2012
- Exhibit 46: Applicant's overdue account correspondence to respondent dated August 21, 2012
- Exhibit 47: Applicant's statement dated August 21, 2012
- Exhibit 48: Applicant's statement dated May 13, 2014
- Exhibit 49: Client aged detail as of May 13, 2014
- Exhibit 50: Applicant's notice of termination of tenancy correspondence to respondent dated May 13, 2014
- Exhibit 51: Applicant's statement dated July 16, 2014
- Exhibit 52: Applicant's damage deposit statement of interest earned
- Exhibit 53: Schedule A identifying the rental premises as 21 Woodland Drive
- Exhibit 54: Applicant's correspondence to respondent dated July 7, 2014
- Exhibit 55: Applicant's note to file dated July 7, 2014

Exhibit 56: Applicant's statement dated June 24, 2014

Exhibit 57: Applicant's statement dated June 9, 2014

Exhibit 58: Applicant's statement dated May 21, 2104