

IN THE MATTER between **NWT Housing Corp. - NSDO**, Applicant, and **Mabel Gon and Dale Leslie Rabesca**, 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 community of Gameti in the Northwest Territories**.

BETWEEN:

NWT HOUSING CORP. - NSDO

Applicant/Landlord

- and -

MABEL GON and DALE LESLIE RABESCA

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 \$12,060.95 (twelve thousand sixty dollars ninety-five cents).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents must compensate the applicant for the repair of damages to the rental premises known as Sketch #82, Blue Unit, in Gameti, Northwest Territories, in the amount of \$12,000.00 (twelve thousand dollars).

DATED at the City of Yellowknife in the Northwest Territories this 24th day of July 2014.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **NWT Housing Corp. - NSDO**, Applicant, and **Mabel Gon and Dale Leslie Rabesca**, 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:

NWT HOUSING CORP. - NSDO

Applicant/Landlord

-and-

MABEL GON and DALE LESLIE RABESCA

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: July 4, 2014
Place of the Hearing: Behchoko, Northwest Territories
Appearances at Hearing: Gerry Cheezie, representing the applicant
Date of Decision: July 4, 2014

REASONS FOR DECISION

An application to a rental officer made by NWT Housing Corp. - NSDO as the applicant/landlord against Mabel Gon and Dale Leslie Rabesca as the respondents/tenants 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 Sketch #82, Blue Unit, in Gameti, Northwest Territories. The applicant personally served a filed copy of the application on the respondents May 29, 2014.

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

A hearing was scheduled for July 4, 2014. Mr. Gerry Cheezie appeared representing the applicant. Ms. Mabel Gon and Mr. Dale Leslie Rabesca were served notices of attendance by registered mail deemed served June 20, 2014, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Neither Ms. Gon nor Mr. Rabesca appeared at hearing, nor did anyone appear on their behalf. The hearing proceeded in their absence.

Mr. Cheezie testified that the respondents had been in a tenancy agreement for subsidized public housing under the applicant's Supported Lease Program since July 1, 2005. On May 6, 2014, it was discovered the respondents had abandoned the rental premises; the applicant reclaimed possession of the premises on that date and secured it against unauthorized entry. On May 14, 2014, the applicant's representatives entered the rental premises to view its condition. On May 20, 2014, a formal condition rating report was completed and photographs were taken of the rental premises. The applicant documented extensive damages to the rental premises which could not be attributed to natural disasters or normal wear and tear. Repairs for which the applicant is making a claim at this time are for the following:

Repair and replacement of two exterior doors, jambs, and trim	\$3,000.00
Replace two interior doors	\$500.00
Replace one broken window	\$500.00
Repairing holes in walls and painting throughout	\$7,000.00
Labour for yard clean-up	\$1,000.00
TOTAL REPAIRS COSTS CLAIMED	\$12,000.00

The photographic evidence submitted by Mr. Cheezie corroborates the damages alleged and justifies the expenses claimed for their repair. Mr. Cheezie further clarified the costs claimed reflect estimated costs for transporting materials and contractor rates. Gameti is a fly-in only community with limited resources.

Mr. Cheezie also testified the respondents had accumulated rental arrears in the amount of \$48,300.50. Rental Officer order 10-12269 dated October 28, 2011, was issued for the respondents to pay rental arrears accumulated as of September 23, 2011, in the amount of \$37,200; that order has not been satisfied. The total current amount of rental arrears includes the amount ordered in October 2011. Deducting that amount for which a rental officer order already exists results in current rental arrears in the amount of \$11,100.50.

Mr. Cheezie testified the rental premises was provided to the respondents in July 2005 with a full tank of fuel and that the tenancy agreement specified the respondents were responsible for utilities costs. The respondents failed to fill the fuel tank when they abandoned the rental premises and the applicant had it filled at a cost of \$1,541.07, for which the applicant has provided an invoice.

The respondents had paid a security deposit upon entering into the tenancy agreement in the amount of \$500 against which the applicant calculated interest to the date of abandonment of \$80.62; the applicant requested that the total security deposit of \$580.62 be applied against the rental arrears.

The total rental arrears being claimed by the applicant are calculated as follows:

Rental arrears	\$11,100.50
Fuel	\$1,541.07
Less security deposit	(\$580.62)
TOTAL RENTAL ARREARS	\$12,060.95

Tenancy agreement

The residential tenancy agreement between the parties entered into evidence by the applicant is for a fixed term from July 1, 2005, to June 30, 2007, after which it automatically reverted to a periodic, month-to-month tenancy agreement, for the rental premises known as Sketch #82 in Gameti, Northwest Territories. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

Damages

The photographs of the rental premises entered into evidence by the applicant were taken by representatives of the applicant in Gameti on May 20, 2014, as testified to by Mr. Cheezie. The condition rating report entered into evidence was also completed on May 20, 2014, by the applicant's local representative. I am satisfied both sets of documents accurately represent the condition of the rental premises on May 20, 2014.

The damages and condition of the rental premises reflected in the photographs and referenced in the condition rating report corroborate Mr. Cheezie's testimony. The applicant's claim in this application is limited to the primary and more extensive damages, and for cleaning the yard, for which the amounts claimed are reasonable. I find the respondents liable for repairs and yard cleaning costs in the amount of \$12,000.

Rental arrears

The statement of account and lease ledger submitted into evidence by the applicant are the landlord's accounting of monthly assessed rent and payments received on the respondents' rent account throughout the tenancy. I am satisfied these documents accurately reflect payments received on the respondents rent account. Subtracting the rental arrears granted in rental officer order #10-14140, I find the respondents have additional accumulated rental arrears in the amount of \$11,100.50.

The Petroleum Products Division fuel invoice number 501987 dated May 13, 2014, was entered into evidence by the applicant. It refers to a delivery of fuel to the “Blue Mable Gon” residence. I am satisfied this invoice is for fuel delivery to the rental premises known as Sketch #82, Blue Unit, in Gameti, Northwest Territories. The invoice reflects a charge of \$1,541.07 for the delivery of the fuel billed to the applicant. Section 45(1) of the Act requires a tenant to comply with any reasonable additional obligations in a written tenancy agreement. Section 1(1) defines rent to include costs for services and facilities and defines services and facilities to include utilities. Section 8 of the tenancy agreement specifies the tenant’s obligation to pay all utilities for the rental premises. Mr. Cheezie has testified that the fuel tank to the rental premises was full when the tenants took occupancy in 2005. I am satisfied the respondents failed to fill the fuel tank when they vacated the rental premises and find they have breached their obligation to pay for utilities to the rental premises. I am satisfied the application of the cost of filling the fuel tank towards the rental arrears is consistent with the Act and I find the respondents have additional rental arrears in the amount of \$1,541.07.

The interest applied to the security deposit by the applicant has been calculated in accordance with the *Residential Tenancies Regulations* (the regulations) and I am satisfied that the application of the security deposit plus interest totalling \$580.62 has been retained by the applicant in accordance with the Act. This amount will be deducted from the rental arrears.

An order will issue requiring the respondents to pay rental arrears in the amount of \$12,060.95 and to compensate the applicant for repairs of damages in the amount of \$12,000.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Residential tenancy agreement
- Exhibit 2: SLP assessment results for 2011 dated January 25, 2012
- Exhibit 3: SLP assessment results for 2009 dated February 8, 2011
- Exhibit 4: Statement of account dated May 20, 2014, for April 7, 2005, to March 1, 2012
- Exhibit 5: Lease ledger for March 31, 2012, to May 20, 2014
- Exhibit 6: Petroleum Products Division invoice number 501987 dated May 13, 2014
- Exhibit 7: E-mail conversation between Gerry Cheezie and Roxanne Mantla dated May 15, 2014
- Exhibit 8: Damage deposit payment form signed May 20, 2014
- Exhibit 9: Condition rating report dated May 20, 2014
- Exhibit 10: Set of 46 photographs
- Exhibit 11: Condition rating report dated May 20, 2014