

IN THE MATTER between **Hay River Housing Authority**, Applicant, and **Edna Lafferty**, 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 -

EDNA LAFFERTY

Respondent/Tenant

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 \$1,020.00 (one thousand twenty dollars).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent must pay her rent on time in the future.
3. 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 in the amount of \$1,188.38 (one thousand one hundred eighty-eight dollars thirty-eight cents).

DATED at the City of Yellowknife in the Northwest Territories this 19th day of December 2014.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Hay River Housing Authority**, Applicant, and **Edna Lafferty**, 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-

EDNA LAFFERTY

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 20, 2014
<u>Place of the Hearing:</u>	Hay River, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Adam Swanson, representing the applicant
<u>Date of Decision:</u>	November 20, 2014

REASONS FOR DECISION

An application to a rental officer made by Hay River Housing Authority as applicant/landlord against Edna Lafferty as respondent/tenant was filed by the Rental Office October 15, 2014. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as 1A Neville Place in Hay River, Northwest Territories. The applicant personally served a copy of the filed application on the respondent October 20, 2014.

The applicant alleged in the application the respondent had accumulated rental arrears and caused damages to the rental premises. They sought an order for payment of rental arrears, compensation for repairs costs, termination of the tenancy agreement, and eviction. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for November 20, 2014, in Hay River, Northwest Territories. Mr. Adam Swanson appeared representing the applicant. Ms. Edna Lafferty was served a notice of attendance by registered mail signed for November 7, 2014. Ms. Lafferty did not appear at hearing. The hearing proceeded in her absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Mr. Swanson testified that Ms. Lafferty has been a tenant in subsidized public housing since September 2008. Ms. Lafferty has been repeatedly late paying her rent on time throughout the tenancy. She currently has accumulated rental arrears in the amount of \$1,020, representing unpaid rent for the months of August to November 2014. Mr. Swanson confirmed all monthly rents have been assessed subsidies based on reported household income.

Mr. Swanson submitted Ms. Lafferty is also responsible for repairs required to the rental premises. In January 2014 an incident occurred involving the RCMP during which the door was forced open under a warrant, causing significant damage. Temporary repairs were made to the door and jamb until they could be properly replaced; final repairs did not occur until June due to staff shortages. The costs associated with effecting these repairs were \$1,121.15. In June two windows were reported broken – one in the living room and one in the basement. Work orders were issued and the repairs were conducted. The respondent was invoiced the amount of

\$574.23. The respondent made three payments against the window repair costs, reducing the outstanding amount to \$67.23. The total amount being claimed by the applicant for compensation for the cost of repairs is \$1,121.15 for the door plus \$67.23 for the windows, totalling \$1,188.38.

In response to Ms. Lafferty's recent efforts to resolve her account with the applicant and maintain open communications, Mr. Swanson withdrew his request for termination of the tenancy agreement and eviction.

Tenancy agreement

The residential tenancy agreement entered into evidence by the applicant establishes a current tenancy agreement between the parties for subsidized public housing. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

Rental arrears

The customer aged detail entered into evidence by the applicant represents the landlord's accounting of monthly assessed rent, charges for repairs of tenant damages, and payments made against the respondent's account. I am satisfied the customer aged detail accurately reflects the status of the respondent's account. I find the respondent has accumulated rental arrears in the amount of \$1,020.

Repair costs

Notes to file and work orders entered into evidence by the applicant substantiate the applicant's testimony regarding the cause of the claimed damages. The work orders and invoices submitted into evidence by the applicant support the amounts claimed for the repairs. The customer aged detail entered into evidence reflects payments made against the costs claimed for the window repairs specifically. I am satisfied the repairs to the exterior door and two windows are the respondent's responsibility. I find the respondent liable for compensation for repairs in the amount of \$1,188.38.

An order will issue requiring Ms. Edna Lafferty to pay rental arrears in the amount of \$1,020, to pay her rent on time in the future, and to compensate the applicant for repairs costs in the amount of \$1,188.38.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Applicant's statement of facts
- Exhibit 2: Residential tenancy agreement indeterminate lease
- Exhibit 3: Applicant's notes to file dated: January 2, 2014; October 1, 2014; October 8, 2014
- Exhibit 4: Applicant's not to file regarding window and door damages dated October 9, 2014
- Exhibit 5: Applicant's overdue account correspondence to respondent dated October 8, 2014
- Exhibit 6: Applicant's outstanding rental arrears correspondences to respondent dated: January 8, 2014; March 10, 2014; March 24, 2014; April 9, 2014; April 23, 2014; May 8, 2014; May 21, 2014; July 21, 2014; August 12, 2014; August 25, 2014; September 8, 2014; September 22, 2014
- Exhibit 7: Applicant's statements dated: January 20, 2014; February 10, 2014; February 24, 2014; June 9, 2014; July 8, 2014; October 9, 2014
- Exhibit 8: Applicant's invoice number 15574 dated June 25, 2014, with attached work orders and tenant damage details
- Exhibit 9: Applicant's damages correspondence to respondent dated June 24, 2014, with attached applicant work order number TD012948, applicant invoice number 15424, Arctic Front Windows invoice dated June 13, 2014, and applicant invoice number 76249
- Exhibit 10: Applicant's damages correspondence to respondent dated January 20, 2014, with attached applicant work order number WO-1,795, applicant invoice number 14561, and applicant invoice number 59965
- Exhibit 11: Applicant's warning correspondence to respondent dated January 13, 2014
- Exhibit 12: Customer aged detail as at October 9, 2014
- Exhibit 13: Applicant's notice of termination of tenancy correspondence to respondent dated October 8, 2014
- Exhibit 14: Applicant's statements dated: October 22, 2014; November 10, 2014; November 17, 2014
- Exhibit 15: Customer aged detail as at November 17, 2014