

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant,
and **Dorreen Vogt**, 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,
regarding a rental premises located within the **town of Fort Smith in the Northwest
Territories.**

BETWEEN:

NORTHWEST TERRITORIES HOUSING CORPORATION

Applicant/Landlord

- and -

DORREEN VOGT

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 \$2,508.00 (two thousand five hundred eight 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 costs of repairs in the amount of \$1,898.62 (one thousand eight hundred ninety-eight dollars sixty-two cents).

4. Pursuant to section 14.2(2)(a) of the *Residential Tenancies Act*, the respondent must pay to the applicant the outstanding security deposit in the amount of \$500.00 (five hundred dollars).

DATED at the City of Yellowknife in the Northwest Territories this 24th day of November 2015.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant,
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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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BETWEEN:

NORTHWEST TERRITORIES HOUSING CORPORATION

Applicant/Landlord

-and-

DORREEN VOGT

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 3, 2015
<u>Place of the Hearing:</u>	Fort Smith, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Kevin Mageean, representing the applicant Dorreen Vogt, respondent
<u>Date of Decision:</u>	November 3, 2015

REASONS FOR DECISION

An application to a rental officer made by Fort Smith Housing Authority as the applicant/landlord against Dorreen Vogt as the respondent was filed by the Rental Office July 21, 2015. The application was made regarding a subsidized public housing residential tenancy agreement for rental premises in Fort Smith, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for August 19, 2015.

The applicant alleged the respondent had caused damages to a rental premises and had accumulated rental arrears. An order was sought for compensation for repairs, payment of rental arrears, termination of the tenancy agreement, and eviction. Evidence presented is listed in Appendix A attached to this order.

A hearing was scheduled for November 3, 2015, in Fort Smith, Northwest Territories. Mr. Kevin Mageean appeared representing the applicant. Ms. Dorreen Vogt appeared as respondent.

Preliminary matters

The application to a rental officer identified the landlord as Fort Smith Housing Authority. The written tenancy agreement identified the landlord as Northwest Territories Housing Corporation with Fort Smith Housing Authority as its agent. Mr. Mageean agreed at hearing that the landlord should be identified as it is on the written tenancy agreement. The application and style of cause going forward will reflect Northwest Territories Housing Corporation as the landlord.

At hearing, Mr. Mageean withdrew the applicant's request for termination of the tenancy agreement and eviction.

Tenancy agreement

The parties agreed and evidence was submitted establishing a tenancy agreement between them for subsidized public housing. The tenancy commenced February 11, 2010, at the rental premises known as Unit #0058, 113 Field Street, in Fort Smith, Northwest Territories. On September 18, 2014, the tenant was transferred to Unit #0026, 32 Raven Street, in Fort Smith, Northwest Territories, in accordance with section 3 of the tenancy agreement. I am satisfied a valid tenancy agreement is in place between the parties for subsidized public housing in accordance with the *Residential Tenancies Act* (the Act).

Repairs - Unit #0058

An exit inspection was conducted at Unit #0058 on November 18, 2014 – two months after the respondent moved. The inspection identified several damages to the rental premises, including: damaged cupboard doors; missing curtain rods and window screens; damaged floor tiles; damages to kitchen, living room, bedroom, and hallway walls; and general uncleanliness. The respondent did not dispute any of these charges. Some payments had already been made against the costs of repairs, and the respondent signed an agreement to pay in March 2015 within which she acknowledged and accepted responsibility for them. I am satisfied the respondent is responsible for the claimed cleaning and repairs costs, and that those costs have not been fully paid. I find the respondent liable for cleaning and repairs costs in the amount of \$1,898.62

Rental arrears

The lease balance statements represent the landlord's accounting of monthly assessed rents and payments made against the respondent's rent account. All rents have been subsidized based on reported household income. The last payment made against the rent account is recorded received on June 23, 2015, in the amount of \$245. The respondent did not dispute the accuracy of the landlord's accounting, acknowledging the amount of arrears claimed and taking responsibility for them. I am satisfied the lease balance statements accurately reflect the current status of the respondent's rent account. I find the respondent has accumulated rental arrears in the amount of \$2,508.

Security deposit

When the respondent took occupancy of Unit #0058 she paid a security deposit applied against the previously spoken of cleaning and repairs costs; that amount has been accounted for in my related finding. When the respondent took occupancy of Unit #0026 the landlord requested a new security deposit in the amount of \$1,000 of which \$500 was paid on September 18, 2014; the remaining \$500 is still outstanding. The respondent did not dispute the outstanding security deposit and accepted responsibility for it. I am satisfied the respondent has failed to comply with her obligation to pay the full amount of the security deposit in accordance with section 14(2) of the Act and I find the respondent indebted to the applicant in the amount of \$500.

Orders

An order will issue requiring Ms. Dorreen Vogt to pay rental arrears in the amount of \$2,508; to pay her rent on time in the future; to compensate the applicant for cleaning and repairs costs in the amount of \$1,898.62; and to pay outstanding security deposit in the amount of \$500.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Lease balance statements for 32 Raven Street printed July 15, 2015
- Exhibit 2: Unsigned residential tenancy agreement for 32 Raven Street dated July 1, 2015
- Exhibit 3: Agreement to pay rental arrears signed by respondent March 25, 2015
- Exhibit 4: Un-initialled pages 1, 6, and 7 of a residential tenancy agreement for 32 Raven Street dated September 18, 2014
- Exhibit 5: Applicant's correspondences to respondent dated: May 15, 2015; April 24, 2015; September 2, 2014; July 24, 2014
- Exhibit 6: Un-initialled pages 1, 6, and 7 of a residential tenancy agreement for 32 Raven Street dated September 18, 2014
- Exhibit 7: Unsigned residential tenancy agreement for 32 Raven Street dated September 18, 2014
- Exhibit 8: Signed check-in inspection report for 32 Raven Street dated September 18, 2014
- Exhibit 9: Lease balance statements for 113 Field Street printed July 15, 2015
- Exhibit 10: Un-initialled pages 1, 6, and 7 of a residential tenancy agreement for 113 Field Street dated April 1, 2012
- Exhibit 11: Initialled pages 1, 6, and 7 of a residential tenancy agreement for 113 Field Street dated April 1, 2012
- Exhibit 12: Signed residential tenancy agreement for 113 Field Street dated February 8, 2010
- Exhibit 13: Invoices, work orders, and correspondences to respondent regarding damages to 113 Field Street dated from: March 4, 2010, to April 30, 2015
- Exhibit 14: Signed check-in inspection report for 113 Field Street dated February 11, 2010
- Exhibit 15: Unsigned check-out inspection report for 113 Field Street dated November 18, 2014
- Exhibit 16: Lease balance statement printed November 2, 2015
- Exhibit 17: Applicant's correspondences to respondent dated: July 17, 2015; October 20, 2015
- Exhibit 18: Tenant damage data entry adjustment form prepared October 20, 2015
- Exhibit 19: Applicant's invoice number 132892 dated October 20, 2015
- Exhibit 20: Applicant's work order number TD047210 dated October 9, 2015
- Exhibit 21: Lease balance statement printed November 2, 2015
- Exhibit 22: Applicant's correspondences to respondent dated: August 17, 2015; July 17, 2015 (x2)