

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant, and
Jody Boniface and Dwight Norwegian, 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**, Rental Officer, regarding a
rental premises located within the **community of Wrigley in the Northwest Territories**.

BETWEEN:

NORTHWEST TERRITORIES HOUSING CORPORATION

Applicant/Landlord

- and -

JODY BONIFACE and DWIGHT NORWEGIAN

Respondents/Tenants

ORDER and EVICTION 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 \$520.94 (five hundred twenty dollars ninety-four cents).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents must pay their rent on time in the future.
3. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents must pay to the applicant costs of repairs in the amount of \$1,071.21 (one thousand seventy-one dollars twenty-one cents).

4. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties will terminate September 30, 2016, and the respondents must vacate the rental premises on or before that date, unless the rental and repairs arrears totalling \$1,592.15 (one thousand five hundred ninety-two dollars fifteen cents) are paid in full and the rents for July, August, and September are paid on time.
5. Pursuant to sections 63(4)(a) and 83(2) of the *Residential Tenancies Act*, if the tenancy agreement between the parties is terminated in accordance with paragraph 4 of this order, the respondent will be evicted from the rental premises known as WRIG-08, Lot 30, Plan 429, in Wrigley, Northwest Territories, on October 1, 2016.

DATED at the City of Yellowknife in the Northwest Territories this 5th day of July 2016.

Adelle Guigon
Rental Officer

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant, and
Jody Boniface and Dwight Norwegian, 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:

NORTHWEST TERRITORIES HOUSING CORPORATION

Applicant/Landlord

-and-

JODY BONIFACE and DWIGHT NORWEGIAN

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 9, 2016
<u>Place of the Hearing:</u>	Wrigley, Northwest Territories
<u>Appearances at Hearing:</u>	Kathy Konisenta, representing the applicant
<u>Date of Decision:</u>	June 9, 2016

REASONS FOR DECISION

An application to a rental officer made by Fort Simpson Housing Authority on behalf of the Northwest Territories Housing Corporation as the applicant/landlord against Jody Boniface and Dwight Norwegian as the respondents/tenants was filed by the Rental Office October 14, 2015. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Wrigley, Northwest Territories. The applicant served a copy of the filed application package on the respondents by registered mail signed for November 17, 2015.

The applicant alleged the respondents had accumulated rental arrears and caused damages to the rental premises. An order was sought for payment of the rental arrears, payment for the cost of repairs, termination of the tenancy agreement, and eviction.

A hearing was scheduled for June 9, 2016, in Wrigley, Northwest Territories. The rental officer appeared by telephone. Ms. Kathy Konisenta appeared by telephone representing the applicant. Ms. Jody Boniface and Mr. Dwight Norwegian were served notices of attendance by registered mail deemed served May 23, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Neither Ms. Boniface nor Mr. Norwegian appeared at hearing, nor did anyone appear on their behalf. The hearing proceeded in their absence pursuant to section 80(2) of the Act.

Previous orders

Rental Office Order Number 10-14660 issued July 22, 2015, ordered the respondents to pay rental arrears, pay their future rent on time, and report their household income as required.

Tenancy agreement

The applicant's representative testified and provided evidence establishing a tenancy agreement between the parties for subsidized public housing commencing January 9, 2013. I am satisfied a valid tenancy agreement is in place between the parties for subsidized public housing in accordance with the Act.

Rental arrears

The lease balance statements entered into evidence by the applicant represent the landlord's accounting of monthly assessed rents and payments made against the respondents' rent account. I am satisfied the statements accurately reflect the current status of the respondents' rent account.

The statements corroborate the applicant's allegation that the respondents have been repeatedly late paying their rent throughout their tenancy and have accumulated rental arrears. Since filing of the application, the respondents have successfully reduced the amount of rental arrears accumulated.

The statements included charges for tenant damages which I will address later. At hearing I misread the balance owing on the statements and as such miscalculated the amount of rental arrears owing by six cents. The amounts referenced going forward account for the miscalculation.

I am satisfied the respondents have complied with paragraph 1 of Rental Officer Order Number 10-14660 by paying the rental arrears ordered. I am satisfied the respondents have continued being repeatedly late paying their rent and as such I find the respondents have failed to comply with paragraph 2 of Rental Officer Order Number 10-14660. I am satisfied the respondents have again accumulated rental arrears and I find the rental arrears amount to \$520.94.

Tenant damages

The applicant's representative testified and provided evidence supporting a claim for damages to the rental premises including unplugging the kitchen plumbing line, replacing one damaged interior door, replacing two damaged exterior doors, replacing one damaged passage door knob set, replacing one damaged window single-pull lever, replacing one damaged dead lock set, replacing one damaged thermostat cover, replacing one damaged double-bowl kitchen sink, patching holes in the four walls of one bedroom, and interior painting of the entire rental premises. The total costs claimed for materials and labour for all repairs amounted to \$2,753.21.

The total amount claimed included \$625 for worker travel and per diem costs. This amount was denied as a cost of doing business. The tenant cannot be held liable for the landlord not having workers in the community.

The applicant claimed interior painting of the entire rental premises. Other than the one bedroom with holes in the walls, no evidence was available to substantiate the tenant's liability for painting the rest of the premises interior. In the list of damages provided in the application, the only reference to painting is the statement "Needs Paint Job - Bad". There is no further elaboration on why the paint job is badly needed and no photographs were provided. The applicant's claim for costs associated with painting the entire rental premises was denied. The applicant's claim for painting the bedroom with holes in the walls was granted. It was estimated at hearing that painting of the entire rental premises would have taken a professional painter approximately 10 hours; of that, two hours was estimated for two coats of paint to be applied to the one bedroom. Of the 32 litres of paint that was purchased and charged to the tenant, it was estimated that four litres would have been needed for the one bedroom.

The remaining claims were allowed based on the applicant's representative's testimony regarding the nature of the damages, as well as the notes provided by the inspecting officer.

The total amount claimed for labour for all the work claimed except unplugging the kitchen plumbing line was \$900. The estimated hourly rate for the workers was \$50, suggesting the work would have taken approximately 18 hours to complete. Subtracting eight hours of work for painting all rooms except one bedroom, the amount of \$500 for 10 hours of labour is allowed.

The total amount claimed for materials for all work claimed was \$1,028.21. Of this, \$408 was for 32 litres of paint. Four litres of paint have been estimated as required to repaint the one bedroom with damages. Deducting the value of 28 litres of paint from the claimed costs of materials, \$671.21 for materials is allowed.

The amount claimed of \$200 for unplugging the kitchen plumbing line is supported by a work order from the contractor who performed the work. This amount is allowed.

The claim allowed to effect repairs to the rental premises is \$500 for labour plus \$671.21 for materials plus \$200 to unplug the kitchen plumbing line, for a total amount of \$1,371.21. On May 4, 2016, the respondents made a payment of \$300 specifically to go towards the costs of repairs. As such, the remaining amount of arrears for costs of repairs is \$1,071.21.

Termination of the tenancy agreement and eviction

In light of the repeated failure of the respondent to pay their rent when due and to continuously carry rental arrears throughout their tenancy, I am satisfied termination of the tenancy agreement and eviction are justified. However, in recognition of the respondents' recent efforts to both resolve the arrears and address the costs of repairs, and at the applicant's request, I am satisfied termination and eviction should be conditional on payment of the arrears in full and payment of rents on time.

Orders

An order will issue requiring the respondents to pay rental arrears in the amount of \$520.94; to pay their future rent on time; to pay costs of repairs in the amount of \$1,071.21; terminating the tenancy agreement September 30, 2016, unless the total rent and repairs arrears are paid in full and the monthly rents are paid on time; and evicting the respondents from the rental premises on October 1, 2016, if the termination of the tenancy becomes effective.

Adelle Guigon
Rental Officer