

IN THE MATTER between **RAE EDZO HOUSING AUTHORITY**, Applicant, and  
**KIMBERLY LAFFERTY AND CHRISTOPHER BLACK**, 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, **HAL LOGSDON**, Rental Officer,  
regarding the rental premises at **BEHCHOKO, NT**.

BETWEEN:

**RAE EDZO HOUSING AUTHORITY**

Applicant/Landlord

- and -

**KIMBERLY LAFFERTY AND CHRISTOPHER BLACK**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 67(4) of the *Residential Tenancies Act*, the respondents shall pay the applicant compensation for use and occupation of the rental premises in the amount of one thousand one hundred sixteen dollars (\$1116.00).

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of  
December, 2010.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **RAE EDZO HOUSING AUTHORITY**, Applicant, and  
**KIMBERLY LAFFERTY AND CHRISTOPHER BLACK**, 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 **Hal Logsdon**, Rental Officer.

BETWEEN:

**RAE EDZO HOUSING AUTHORITY**

Applicant/Landlord

-and-

**KIMBERLY LAFFERTY AND CHRISTOPHER BLACK**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** November 18, 2010

**Place of the Hearing:** Behchoko, NT

**Appearances at Hearing:** Rose Dryneck, representing the applicant

**Date of Decision:** December 6, 2010

### **REASONS FOR DECISION**

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant stated that the respondents vacated the premises on May 18, 2010. The applicant retained the security deposit and interest (\$1038) applying it against rent arrears (\$26,471) and costs of cleaning and repairs (\$3565.26) resulting in a balance owing to the landlord of \$28,998.26. The applicant sought an order in that amount.

The applicant provided seven term tenancy agreements in evidence which were made between the applicant and the respondents:

<u>Term</u>	<u>Tenant(s)</u>
May 17/07 to August 17/07	Kimberly Lafferty
August 18/07 to March 31/08	Kimberly Lafferty and Christopher Black
April 1/08 to September 30/08	Kimberly Lafferty and Christopher Black
October 1/08 to March 31/09	Kimberly Lafferty and Christopher Black
February 6/09 to March 31/09	Kimberly Lafferty
April 1/09 to June 26/09	Kimberly Lafferty
June 27/09 to March 31/10	Kimberly Lafferty and Christopher Black

There does not appear to be a written tenancy agreement after March 31, 2010. The *Housing Subsidy Summary Reports* for April and May provided in evidence suggest that Ms Lafferty was still in possession of the premises for those two months.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$25,433. The ledger does not distinguish one tenancy agreement from another. The rent arrears are carried forward from one agreement to the next regardless of whether the tenants are the same or not.

The application was filed on July 7, 2010. Section 68 of the *Residential Tenancies Act* requires that an application be made within six months of the alleged breach. Therefore I shall only consider breaches by the respondents during the last term tenancy agreement from June 27, 2009 to March 31, 2010. I find no reason to extend this time limitation.

The full unsubsidized rent was applied in every month from June 2009 to May, 2010. There is no direct evidence as to why that rent was applied. In my opinion the application of the full unsubsidized rent from June, 2009 to March, 2010 is not reasonable without reasonable evidence as to why it was applied. There was no income information available at the hearing to determine a subsidized rent.

In my opinion, the full unsubsidized rent is reasonable to apply in April and May, 2010 because the tenancy agreement had expired and the respondents became overholding tenants in those months. I find compensation for use and occupation in the amount of \$1794, calculated as follows:

Two months @ \$897/month = \$1794

The applicant provided an invoice for \$3528.53 for repairs and cleaning conducted after the tenancy agreement was concluded. One other charge of \$36.73 was posted to the ledger in March 2009, prior to the commencement of the tenancy agreement. I shall not consider that charge as it belongs to another tenancy agreement which expired over six months before the application was made.

There does not appear to be any inspection report setting out the condition of the premises at the commencement of the tenancy agreement in June 2009. Therefore it is impossible to determine if any of the damages were done during this tenancy agreement or during former ones. Clearly it would be unfair to hold Mr. Black accountable for damages that may have been the fault of Ms Lafferty during a previous tenancy. However, regardless of the condition of premises at the commencement of a tenancy agreement, a tenant is expected to leave the premises in a state of ordinary cleanliness at the end of the agreement. Therefore I shall only consider cleaning costs which I find to be \$360.

Applying the security deposit first to the cleaning costs, I find compensation for use and occupation due to the applicant in the amount of \$1116, calculated as follows:

Compensation for use and occupation	\$1794.00
Cleaning costs	360.00
Less security deposit and interest	<u>(1038.00)</u>
Amount due applicant	\$1116.00

An order shall issue requiring the respondents to pay the applicant compensation for use and occupation in the amount of \$1116.

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Hal Logsdon  
Rental Officer