

IN THE MATTER between **Inuvik Housing Authority**, Applicant, and **Cecile Tachynski**, 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 Inuvik in the Northwest Territories**.

BETWEEN:

**INUVIK HOUSING AUTHORITY**

Applicant/Landlord

- and -

**CECILE TACHYNSKI**

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 \$1,298.00 (one thousand two hundred ninety-eight dollars).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent must pay to the applicant compensation in the amount of \$1,487.29 (one thousand four hundred eighty-seven dollars twenty-nine cents) for expenses directly associated with the repair of damages to the rental premises known as PH200, 78C Bompas Road, in Inuvik, Northwest Territories.

DATED at the City of Yellowknife in the Northwest Territories this 16th day of January 2014.

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Adelle Guigon  
Deputy Rental Officer

IN THE MATTER between **Inuvik Housing Authority**, Applicant, and **Cecile Tachynski**, Respondent.

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-and-

**CECILE TACHYNSKI**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** December 16, 2013

**Place of the Hearing:** Inuvik, Northwest Territories, via Teleconference

**Appearances at Hearing:** Diana Tingmiak, representing the Applicant

**Date of Decision:** January 13, 2014

**REASONS FOR DECISION**

An application to a rental officer made by Inuvik Housing Authority as the applicant/landlord against Cecile Tachynski as the respondent/tenant was filed by the Rental Office October 3, 2013. The application was made regarding a tenancy agreement for the rental premises known as PH200, 78C Bompas Road, in Inuvik, Northwest Territories. The applicant served a filed copy of the application package on the respondent by registered mail signed for October 18, 2013.

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

A hearing was scheduled for December 16, 2013. Notices of attendance were sent by registered mail to both parties. Ms. Diana Tingmiak appeared at hearing representing the Applicant. Ms. Cecile Tachynski signed for her copy of the notice of attendance on December 4, 2013; she failed to appear at hearing and no one appeared on her behalf. The hearing proceeded in Ms. Tachynski's absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Ms. Tingmiak testified that Ms. Tachynski had been a tenant of the Inuvik Housing Authority in subsidized public housing since June 30, 2010. Ms. Tachynski moved out of the rental premises on July 2, 2013, after which an exit inspection report was completed. At the time of Ms. Tachynski's departure from the rental premises, she had been assessed full economic rent of \$1,625 for the month of June. As of December 16, 2013, this rent had not been paid and Ms. Tingmiak requested an order for payment of rental arrears.

Ms. Tingmiak further testified that when the exit inspection was conducted on July 2, 2013, several deficiencies were reported in the unit for which repairs and cleaning were required and conducted. These deficiencies and the costs claimed for them are as follows:

Description	Amount
replace missing light shade in front entry	\$57.75
replace broken light shade in kitchen	\$63.00
replace two broken light shades in hallway	\$78.75
patch and paint walls	\$1,092.00
replace missing appliance bulbs (3)	\$31.50
remove duct tape and tacks from window trim	\$36.75
replace broken switch plate cover and re-hang phone jack	\$47.25
replace missing toilet paper roller	\$52.50
repair/replace damaged window trim	\$850.50
clean entire unit	\$577.50
Total Claimed	\$2,887.50

Ms. Tingmiak wished to apply the security deposit of \$1,298 plus interest against the damages claimed. She acknowledged, however, that their calculations as submitted in the application package may be incorrect and requested me to apply the interest as appropriate, calculated to July 15, 2013. She confirmed the security deposit was paid in installments by the respondent of \$649 received June 10, 2010, \$324.50 received August 3, 2010, and \$324.50 received September 8, 2010.

#### *Tenancy agreement*

The residential tenancy agreement - indeterminate lease dated June 6, 2012, was submitted into evidence. It was made between the parties on a month-to-month tenancy starting April 1, 2012, for subsidized public housing at the rental premises known as PH200, 78C Bompas Road, in Inuvik, Northwest Territories. Schedule A of the agreement identified the maximum monthly rent for this unit as \$1,298 as of April 1, 2012. I am satisfied a periodic tenancy for subsidized public housing in accordance with the Act was in effect between the parties.

### *Rental arrears*

The transaction statements submitted into evidence by the applicant reflect the accounting of rent for June 2013 plus tenant damage costs claimed less the application of the security deposit w/interest. Ms. Tingmiak confirmed at hearing that no payments against the account had been received from Ms. Tachynski as of December 16, 2013.

Section 47 of the Act speaks to the requirement of a landlord to notify a tenant in writing three months before an increase of rent is to take effect. However, section 47(6) specifies that section 47 does not apply to subsidized public housing. Section 7 of the tenancy agreement does speak to the calculation of rent and in fact states:

#### **“7. Rent Calculation**

The tenant promises to pay to the Landlord the rent, in Canadian Dollars each month, shown in Schedule “A”.

...

The Tenant agrees that no notice of rent increase is required so long as the rent assessed in any month does not exceed the amount shown in Schedule “A”.

The Landlord agrees to provide notice of any increase to the amount shown in Schedule “A” at least one month in advance.”

Although the applicant is exempt from having to give their tenants in subsidized public housing three months’ written notice of economic rent increase under the Act, they are required by their own terms in the tenancy agreement to give Ms. Tachynski at least one month’s notice of any increase to the economic rent.

Ms. Tingmiak testified they were seeking payment of rent for the month of June 2013 in the amount of \$1,625. Schedule A of the tenancy agreement says the economic rent for the rental premises in question is \$1,298 as of April 1, 2012. There is no documentary evidence before me to confirm Ms. Tachynski was notified of a rent increase to \$1,625. Ms. Tingmiak did say in her testimony that the increased economic rent would have been identified in the household income form that Ms. Tachynski would have been required to sign when reporting her income for the purposes of assessing subsidized rent, however, that form was not provided into evidence for consideration.

I am satisfied that Ms. Tachynski has not paid her rent for June 2013. I find she has rental arrears in the amount of \$1,298.

*Tenant damages*

The applicant's invoice #TD000013602 dated July 15, 2013, includes a breakdown of the damages claimed and their associated costs of repair. A disc containing 57 photographs of the rental premises created July 11, 2013, was also submitted into evidence. Of the items claimed, there are two which could not be reconciled with the photographic evidence. The applicant claimed costs for replacing four light shades: one in the front entry, one in the kitchen, and two in the hallway. The photographic evidence only showed three that needed replacing: the one in the front entry and the two in the hallway. Ms. Tingmiak agreed at hearing to the deduction of \$63 for the kitchen light shade from their claim. The applicant claimed \$52.50 for the replacement of a missing toilet paper roller; the photographs showed the toilet paper *holder* intact and functional, and that it literally was just the roller the toilet paper roll sits on that was missing. When questioned on the validity of charging \$52.50 for the replacement of an inexpensive, plastic, spring-loaded tube, Ms. Tingmiak agreed it was unreasonable and requested the cost of \$15.75 only.

I am satisfied the remaining claim for tenant damages is reasonable. I find Ms. Tachynski responsible for tenant damage costs in the amount of \$2,787.75.

*Security deposit*

The damage deposit refund statement submitted into evidence by the applicant includes the calculation of interest against the security deposit to July 15, 2013. It also reports the security deposit was paid in three installments: \$649 on June 10, 201; \$324.50 on August 3, 2010; and \$324.50 on September 8, 2010. Using these dates, I calculate the interest on the security deposit as \$2.46. The total amount of the security deposit plus interest owed to the respondent is \$1,300.46.

Both a check-in inspection report and a check-out inspection report were completed in accordance with the Act and were submitted into evidence. They confirm the claimed damages were not present at the commencement of the tenancy. The security deposit and interest will be applied against the tenant damage costs.

An order will issue requiring Ms. Tachynski to pay rental arrears in the amount of \$1,298 and to compensate the Inuvik Housing Authority \$1,487.29 for expenses directly related to the repair of tenant damages.

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Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Disc containing 57 photographs created July 11, 2013
- Exhibit 2: Transaction statement dated September 24, 2013, for June 1 to July 22, 2013
- Exhibit 3: Applicant's Damage Deposit Refund Statement dated July 15, 2013
- Exhibit 4: Applicant's Invoice #TD000013602 dated July 15, 2013
- Exhibit 5: Northwest Territories Housing Corporation Work Order #TD000760 dated September 9, 2013
- Exhibit 6: Applicant's correspondence to respondent dated July 25, 2013
- Exhibit 7: Residential Tenancy Agreement - Indeterminate Lease dated June 6, 2012
- Exhibit 8: Tenant Out Inspection Report dated July 2, 2013
- Exhibit 9: Transaction statement dated December 13, 2013, for June 1, 2013, to July 22, 2013
- Exhibit 10: Applicant's application statement
- Exhibit 11: Tenant In Inspection Report dated June 30, 2010