

IN THE MATTER between **Fort Smith Housing Authority**, Applicant, and **Deanna McDonald**, 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 Fort Smith in the Northwest Territories**.

BETWEEN:

FORT SMITH HOUSING AUTHORITY

Applicant/Landlord

- and -

DEANNA MCDONALD

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 \$803.95 (eight hundred three dollars ninety-five cents).
2. Pursuant to sections 42(3)(e) and 45(4)(d) of the *Residential Tenancies Act*, the respondent must compensate the applicant for the repair of tenant damages and cleaning of the rental premises in the amount of \$828.03 (eight hundred twenty-eight dollars three cents).

DATED at the City of Yellowknife in the Northwest Territories this 26th day of May 2014.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Fort Smith Housing Authority**, Applicant, and **Deanna McDonald**, 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:

FORT SMITH HOUSING AUTHORITY

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-and-

DEANNA MCDONALD

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REASONS FOR DECISION

<u>Date of the Hearing:</u>	May 21, 2014
<u>Place of the Hearing:</u>	Fort Smith, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Kevin Mageean, representing the applicant
<u>Date of Decision:</u>	May 21, 2014

REASONS FOR DECISION

An application to a rental officer made by Fort Smith Housing Authority as the applicant/landlord against Deanna McDonald as the respondent/tenant was filed by the Rental Office January 29, 2014. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as Unit #0013-RS at 41A Caribou Crescent in Fort Smith, Northwest Territories. The application package was sent to the respondent by registered mail deemed served February 18, 2014, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act).

The applicant alleged the respondent had accumulated rental arrears and left the rental premises uncleaned and with damages when she vacated. The applicant sought an order for the payment of the rental arrears and compensation for the repairs of the tenant damages and cleaning costs. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for May 21, 2014. Mr. Kevin Mageean appeared representing the applicant. Ms. Deanna McDonald was sent a notice of attendance by registered mail deemed served May 12, 2014, pursuant to section 71(5) of the Act. The hearing proceeded in her absence pursuant to section 80(2) of the Act.

Mr. Mageean testified that Ms. McDonald had been in a residential tenancy agreement for subsidized public housing with the landlord since July 17, 2006. She resided in the same rental premises throughout her tenancy until she abandoned the rental premises July 22, 2013. As of that date, Ms. McDonald had failed to pay her rent for June and July 2013. The applicant adjusted Ms. McDonald's rent for July to a prorated amount for July 1st to July 22nd. The adjusted total amount of rental arrears claimed is \$1,233. The landlord applied Ms. McDonald's security deposit of \$429.15, including interest, against the rental arrears, reducing the rental arrears total to \$803.85.

The applicant reclaimed possession of the rental premises on July 22, 2013, and conducted a written check-out inspection in Ms. McDonald's absence, including an inventory of the extensive personal items that were left behind. As Ms. McDonald did not return the keys, the locks were changed to the rental premises using existing stock on July 23, 2013, and the premises was secured and left undisturbed until August 23, 2013, when photographs were taken before the

abandoned personal property and garbage was removed from the rental premises. The landlord had secured written consent from Ms. McDonald on August 7, 2009, which indicated the landlord could dispose of any items left in or on the rental premises after she vacates it. The landlord deemed the abandoned personal property to be unsanitary and worthless, and disposed of it in accordance with section 64(2) of the Act.

Once the premises was cleared of debris it was secured again until September 13, 2013, when a photograph was taken of a bedroom door with two holes in it. On September 21, 2013, additional photographs were taken to document the unclean condition of the rental premises, including appliances. The door and door knob were replaced on September 30, 2013, and the janitorial cleaning was done October 16, 2013. Mr. Mageean testified that the damages to the doors had occurred within the last few months of the tenancy, as the applicant conducts annual inspections of their rental premises; the last inspection of this premises was done last spring and there were no damages noted at the time.

The costs claimed for the above work is as follows:

Labour to change locks	\$27.10
Labour to remove and dispose of contents	\$413.92
Labour, materials to replace bedroom door, knob	\$198.01
Cleaning	\$189.00
TOTAL REPAIRS AND CLEANING	\$828.03

Tenancy agreement

The housing unit check in report submitted into evidence by the applicant reflects the condition of the rental premises during an inspection conducted prior to the respondent moving in. In this instance, the report was completed July 17, 2006, and is signed by a tenant relations officer for the applicant and by Ms. McDonald, who was in attendance during the inspection. Mr. Mageean testified that Ms. McDonald has been in a residential tenancy agreement with the applicant for subsidized public housing since July 17, 2006, and that Ms. McDonald abandoned the rental premises on or before July 22, 2013. I am satisfied a tenancy agreement was in place between the parties and that it ended when the landlord regained possession of the rental premises on July 22, 2013.

Rental arrears

The lease balance statement is the landlord's accounting of assessed rent, charges for tenant damages, and payments made or credits applied between June 1, 2013, and November 1, 2013. I am satisfied it accurately represents the charges and credits attributed to Ms. McDonald's account between the dates specified.

The tenancy agreement was for subsidized public housing, meaning the monthly rent was assessed during the tenancy based on reported monthly household income. Ms. McDonald reported her income as required for June 2013, but failed to for July 2013, therefore the rent assessed for June was \$80, but the rent applied for July would have been the full economic rent of \$1,625. Mr. Mageean testified and the lease balance statement reflects that the rent for July was prorated upon confirmation of Ms. McDonald's departure from the rental premises such that the rent applied for July 1st to July 22nd was \$1,153. I am satisfied the application of prorated rent for July to be reasonable and find Ms. McDonald has accumulated rental arrears of \$1,233. The applicant correctly applied Ms. McDonald's security deposit plus interest in the amount of \$429.15 against the rental arrears, reducing the amount owing to \$803.85.

Tenant damages and cleaning

Mr. Mageean provided evidence in the form of photographs, work orders, invoices, and check-in/check-out reports to support his claim for compensation of cleaning costs and repairs of damages. I am satisfied the damages as described above are Ms. McDonald's responsibility. I am also satisfied Ms. McDonald has failed to comply with her obligation to return the rental premises to the landlord at the end of the tenancy in a state of ordinary cleanliness. The costs requested by the applicant as compensation are not unreasonable, and I find Ms. McDonald liable for the repairs and cleaning costs in the amount of \$828.03.

An order will issue for Ms. McDonald to pay rental arrears in the amount of \$803.85 and compensate the applicant for repairs and cleaning costs in the amount of \$828.03.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Lease balance statement for June 1, 2013, to November 1, 2013
- Exhibit 2: Tenant damage data entry adjustment form dated August 6, 2013
- Exhibit 3: Applicant's invoice #43705 dated August 8, 2013
- Exhibit 4: Applicant's work order #896 dated July 23, 2013
- Exhibit 5: Applicant's invoice's #43705 correspondence to respondent dated July 17, 2013
- Exhibit 6: Tenant damage data entry adjustment form dated August 29, 2013
- Exhibit 7: Applicant's invoice #45842 dated August 29, 2013
- Exhibit 8: Applicant's work order #1,087 dated August 23, 2013
- Exhibit 9: Set of 12 photographs dated August 23, 2013
- Exhibit 10: Applicant's invoice's #45842 correspondence to respondent dated August 29, 2013
- Exhibit 11: Tenant damage data entry adjustment form dated October 21, 2013
- Exhibit 12: Applicant's invoice #51165 dated October 21, 2013
- Exhibit 13: Applicant's work order #1,389 dated October 16, 2013
- Exhibit 14: Set of three photographs dated September 21, 2013
- Exhibit 15: Applicant's invoice #51165 correspondence to respondent dated October 21, 2013
- Exhibit 16: Housing unit check out report dated July 22, 2013
- Exhibit 17: Inventory of abandoned personal property
- Exhibit 18: Respondent's authorization to applicant to dispose of abandoned personal property as they see fit dated August 7, 2009
- Exhibit 19: Residential tenancy agreement fixed term lease dated June 3, 2013
- Exhibit 20: Applicant's renewal of fixed term lease unit #0013RS - 41A Caribou Crescent correspondence to respondent dated June 3, 2013
- Exhibit 21: Applicant's renewal of fixed term lease unit #0013RS - 41 A Caribou Crescent correspondence to respondent dated April 18, 2013
- Exhibit 22: Housing unit check in report dated July 17, 2006
- Exhibit 23: Returned registered mail envelope
- Exhibit 24: Envelope addressed to the applicant
- Exhibit 25: Tenant damage data entry adjustment form dated October 14, 2013
- Exhibit 26: Applicant's invoice #50245 dated October 14, 2013
- Exhibit 27: Applicant's work order #1,261 dated September 30, 2013
- Exhibit 28: Photograph dated September 18, 2013
- Exhibit 29: Applicant's invoice #50245 correspondence to respondent dated October 14, 2013
- Exhibit 30: Applicant's revenues journal entry dated October 15, 2013