

IN THE MATTER between **Behchoko Ko Gha Kaodee**, Applicant, and **Amanda Lamouelle and Roger Drybones**, 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, **Adelle Guigon**, Deputy Rental Officer, regarding a rental premises within **the community of Behchoko in the Northwest Territories**.

BETWEEN:

BEHCHOKO KO GHA KAODEE

Applicant/Landlord

- and -

AMANDA LAMOUELLE and ROGER DRYBONES

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents must compensate the applicant for the cost of repairs in the amount of \$4,970.71 (four thousand nine hundred seventy dollars seventy-one cents).

DATED at the City of Yellowknife in the Northwest Territories this 13th day of June 2014.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Behchoko Ko Gha Kaodee**, Applicant, and **Amanda Lamouelle and Roger Drybones**, 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:

BEHCHOKO KO GHA KAODEE

Applicant/Landlord

-and-

AMANDA LAMOUELLE and ROGER DRYBONES

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	May 29, 2014
<u>Place of the Hearing:</u>	Behchoko, Northwest Territories
<u>Appearances at Hearing:</u>	Michael Keohane, representing the applicant Therese Migwi, representing the applicant Roger Drybones, respondent Amanda Lamouelle, respondent
<u>Date of Decision:</u>	May 29, 2014

REASONS FOR DECISION

An application to a rental officer made by Behchoko Ko Gha Kaodee as the applicant/landlord against Amanda Lamouelle and Roger Drybones as the respondents/tenants was filed by the Rental Office June 26, 2013. The applicant was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as Unit #655A in Behchoko, Northwest Territories. The applicant served a copy of the filed application on the respondents by personal service July 10, 2013.

The applicant alleged the respondents had accumulated rental arrears, had caused disturbances to the quiet enjoyment of the residential complex for other tenants and the landlord, and caused damages to the rental premises. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for August 23, 2013. The applicant and Ms. Amanda Lamouelle were successfully served with the notice of attendance. Upon attempted personal service of the notice of attendance on Mr. Roger Drybones, the process server learned Mr. Drybones was incarcerated at the time and that Ms. Lamouelle and Mr. Drybones were no longer occupying the rental premises. At hearing, the presiding rental officer heard from the applicant that they wished to proceed against both Ms. Lamouelle and Mr. Drybones, and that they would attempt to locate Mr. Drybones to effect service of a notice of attendance. The rental officer adjourned the hearing *sine die* pending advice of Mr. Drybones' location.

In February 2014 the applicant confirmed that Mr. Drybones was back in the community and could be served at the mailing address provided in the application. The hearing was rescheduled to May 29, 2014, and notices of attendance were served on the parties. Mr. Michael Keohane and Ms. Therese Migwi appeared representing the applicant; Ms. Amanda Lamouelle and Mr. Roger Drybones appeared as respondents.

The applicant testified that the respondents had been tenants in subsidized public housing at the rental premises known as Unit 655A in Behchoko since January 18, 2013. The respondents have an obligation under their tenancy agreement to report their monthly household income in order to be assessed a rent subsidy. The respondents failed to report their monthly household income until May 2013. The landlord had applied the full economic rent of \$1,545 per month for January to May, however, upon receipt of the reported household income the rent was re-assessed and subsidies were applied for the months of January to May and for June. The respondents had failed to make any payments against their rent account until April 2013. In total, only two payments towards rent were received by the applicant: \$25 on April 23, 2013, and \$50 on May 20, 2013. The accumulated rental arrears after assessment of rent subsidy and application of received payments as of June 18, 2013, was \$570.

The respondents did pay their security deposit in three installments and the final payment was received March 12, 2013; the total security deposit received was \$1,149.

On June 13, 2013, the local utility provider advised the applicant that the power had been cut off to the rental premises due to the respondents' failure to pay their power bill. As a result, maintenance staff attended the rental premises and conducted an inspection, identifying substantial tenant damages which were recorded in a unit condition report. Correspondence was provided to the respondents on June 15, 2013, outlining the applicant's concerns regarding the rental arrears, the power disconnection, and the apparent tenant damages. A follow-up inspection was conducted on June 24, 2013, at which time the applicant discovered the respondents had vacated the rental premises and left the front door unsecured. The applicant secured the rental premises and with their correspondence to the respondents dated June 26, 2013, deemed the rental premises abandoned, reclaiming possession on that date.

The applicant calculated interest on the security deposit and applied it against the accumulated rental arrears, then retained the remaining \$579.29 to be applied against costs to repair tenant damages.

Based on the unit condition report completed June 13, 2014, and as reviewed at hearing, the repairs for which costs are being claimed are as follows:

Replacement of main exterior door	\$950.00
Repair of main closet trim	\$80.00
Replacement of refrigerator	\$850.00
Replacement of five broken windows	\$1,350.00
Repair of approx. 23 holes to the walls and ceilings	\$1,200.00
Repair of one bedroom door	\$50.00
Replacement of broken outlet covers	\$30.00
Replacement of bathroom door	\$325.00
Replacement of utility door	\$325.00
Repair of radiator covers	\$30.00
Replacement of smoke detectors	\$60.00
30% of cost to paint interior of entire unit	\$300.00
TOTAL	\$5,550.00

The applicant testified that the main exterior door they found on the rental premises when they inspected was not the steel door that was installed when the respondents took possession of the premises; rather it appeared to be an interior door taken from another location which was inadequate to the requirements of an exterior door. They also found that the refrigerator had not been cleaned out when the power was cut off and the foodstuffs which remained in the appliance had rotted and caused staining and an odour from which the appliance could not be recovered for future use; it required disposal and replacement. The applicant confirmed there were several extensive holes in the walls and ceiling which required repair and patching. A bedroom door had been written on, requiring the applicant to clean and repaint that door. The bathroom and utility doors had been damaged beyond repair, requiring replacement. The radiator covers were removed and/or missing and had to be replaced. The rental premises had to be repainted throughout due to marks on the walls and the extensive number of holes which required repairs, however, the applicant only requested 30 percent of the cost of painting as the unit had not been freshly painted when the respondents moved in.

After applying the retained portion of the security deposit of \$579.29 to the repairs costs, the applicant requested an order for compensation for repairs to the rental premises in the amount of \$4,970.71.

The respondents did not dispute either the rental arrears of \$570, the damages as described, the costs claimed for the repairs of the damages, or the application of the security deposit against the rental arrears and cost of repairs.

Tenancy agreement

The residential tenancy agreement between the parties submitted into evidence is for subsidized public housing for the rental premises known as Unit #655A in Behchoko. It is for a fixed-term starting January 18, 2013, to April 15, 2013, after which it automatically renewed as a month-to-month-tenancy. Neither party disputed the validity of the tenancy agreement and I am satisfied a valid tenancy agreement was in place.

Rental arrears and security deposit

The tenant ledger cards and lease balance statements submitted into evidence represent the landlord's accounting of monthly rent and payments received. The security deposit payments are clearly identified and interest is applied in accordance with the *Residential Tenancies Act* and *Residential Tenancies Regulations*. The respondents did not dispute the accuracy of these records. I am satisfied the monthly rent has been accurately calculated and that payments received have been accounted for. I am satisfied the total value of the security deposit is \$1,149.29. I find the applicant's application of \$570 of the security deposit against the rental arrears which were in existence when the tenants vacated the rental premises appropriate.

Tenant damages and security deposit

The applicant's claim for the repair of damages as outlined above is supported by the unit condition report completed June 13, 2013, the applicant's invoice number 6959 dated August 14, 2013, and the applicant's testimony. The applicant also submitted a copy of the tenant check-in condition report signed January 23, 2013, which reflects the condition of the rental premises when the respondents moved in. The respondents did not dispute any of the claims made by the

applicant. I am satisfied the damages to the rental premises as claimed by the applicant were caused during the respondents' tenancy. I am satisfied the costs of \$5,550 claimed for the repair of the damages are reasonable. I am satisfied the application of the remaining \$579.29 of the security deposit against the costs of repairs is appropriate. I find the respondents liable for costs associated with the repair of damages to the rental premises in the amount of \$4,970.71.

An order will issue requiring the respondents to compensate the applicant for the costs of repairs to the rental premises in the amount of \$4,970.71.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Residential tenancy agreement fixed term lease dated January 18, 2013
- Exhibit 2: Applicant's rental arrears, public housing unit #655A correspondence to respondent dated June 17, 2013
- Exhibit 3: Applicant's tenancy at unit #655A correspondence to respondents dated June 15, 2013
- Exhibit 4: Applicant's residential tenancy agreement and arrears notice correspondence to respondents dated June 13, 2013
- Exhibit 5: Applicant's noise and disturbances correspondence to respondents dated June 13, 2013
- Exhibit 6: Tenant ledger card for rent from January 23, 2013, to June 3, 2013
- Exhibit 7: Tenant check-in condition report signed January 23, 2013
- Exhibit 8: Condition rating report dated June 13, 2013
- Exhibit 9: E-mail conversation between Jacynthia Rabesca and Clauditte Maisog dated June 17, 2013
- Exhibit 10: Applicant's invoice #6959 dated August 14, 2013
- Exhibit 11: Applicant's proof of service of invoice #6959 on respondents
- Exhibit 12: Tenant ledger card for rent from March 1, 2013, to August 12, 2013
- Exhibit 13: Tenant ledger card for tenant damages for August 14, 2013
- Exhibit 14: Applicant's termination of tenancy - unit #655A - termination for abandonment correspondence to respondents dated June 26, 2013
- Exhibit 15: Tenant ledger card for rent from January 3 to August 12, 2013
- Exhibit 16: Tenant ledger card for tenant damages from August 14, 2013, to May 20, 2014
- Exhibit 17: Tenant ledger card for security deposit from January 23 to August 12, 2013
- Exhibit 18: Lease balance statement from January 18, 2013, to May 20, 2014