

IN THE MATTER between **Behchoko Ko Gha K'aodee**, Applicant, and **Gensita Bekale and Terance Knapton-Pain**, 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, regarding a rental premises located within the **community of Behchoko in the Northwest Territories**.

BETWEEN:

BEHCHOKO KO GHA K'AODEE

Applicant/Landlord

- and -

GENSITA BEKALE and TERENCE KNAPTON-PAIN

Respondents/Tenants

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 \$145.56 (one hundred forty-five dollars fifty-six cents).
2. Pursuant to sections 42(3)(e) and 45(4)(d) of the *Residential Tenancies Act*, the respondents must compensate the applicant for repairs and cleaning costs in the amount of \$1,690.00 (one thousand six hundred ninety dollars).

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

Adelle Guigon
Deputy Rental Officer

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BETWEEN:

BEHCHOKO KO GHA K'AODEE

Applicant/Landlord

-and-

GENSITA BEKALE and TERANCE KNAPTON-PAIN

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 Robert McCallum, witness for the applicant
<u>Date of Decision:</u>	May 29, 2014

REASONS FOR DECISION

An application to a rental officer made by Behchoko Ko Gha K'aodee as the applicant/landlord against Gensita Bekale and Terance Knapton-Pain as the respondents/tenants was filed by the Rental Officer January 10, 2014. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as Unit #4-4-plex in Behchoko, Northwest Territories. The applicant served a copy of the filed application on the respondents by personal service January 20, 2014.

The applicant alleged the tenants 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 May 29, 2014. Mr. Michael Keohane and Ms. Therese Migwi attended representing the applicant. Ms. Gensita Bekale and Mr. Terance Knapton-Pain were served with notices of attendance by registered mail signed for May 20, 2014. Neither Ms. Bekale nor Mr. Knapton-Pain appeared at hearing, nor did anyone appear on their behalf. The hearing proceeded in their absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Mr. Keohane testified the respondents had been in a residential tenancy agreement for subsidized public housing since February 16, 2011. In September 2013, the respondents abandoned the rental premises and on September 17th the applicant claimed possession; an inspection was conducted on that date by Ms. Migwi and Mr. Robert McCallum, and a condition rating report was completed.

As of September 17, 2013, the respondents had accumulated rental arrears. The applicant originally had claimed rental arrears in the amount of \$5,706 less the security deposit of \$1,150.44, however this amount included the application of full economic rent for the months of July, August, and September 2013 due to the respondents' failure to report household income. The account summary and ledger cards for rent indicate the respondents' monthly subsidized rent under the subsidized public housing calculations was consistently assessed at the minimum amount of \$75 per month prior to July 2013. Mr. Keohane agreed it would not be unreasonable to assess the subsidized rent of \$75 per month for each of July, August, and September, thus reducing the rental arrears to \$1,296 less the security deposit of \$1,150.44, totalling \$145.56 in rental arrears.

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The inspection of the rental premises on September 17, 2013, revealed several deficiencies and general uncleanliness for which the applicant claimed the following costs:

Replacement of door knob for main exterior door	\$45.00
Replacement of oven door	\$65.00
Replacement of two window	\$460.00
Replacement of outlet covers	\$30.00
Replacement of two interior door	\$550.00
Replacement of bathroom hardware	\$60.00
General cleaning	\$480.00
TOTAL	<u>\$1,690.00</u>

Mr. Robert McCallum testified as a witness for the applicant. He confirmed he personally attended the rental premises when the applicant claimed possession on September 17, 2013, could speak to the contents of the condition rating report, and confirmed the report accurately reflected the condition of the rental premises. Mr. McCallum clarified the damages to the oven door consisted of a damaged viewing glass which reduced the threshold for safe usage of the oven. He also clarified the broken bedroom window was in excess of the broken storm window reflected in the check-in inspection report signed February 16, 2011.

Tenancy agreement

The residential tenancy agreement for subsidized public housing between the parties for the rental premises known as #4-4-plex in Behchoko was submitted as evidence. It is dated February 16, 2011, and signed by both respondents as well as a representative of the applicant. I am satisfied a valid tenancy agreement was in place until the respondents abandoned the rental premises in September 2013.

Rental arrears and security deposit

The account summary and tenant ledger cards for rent reflect the landlord's accounting of monthly assessed rent and payments received during the course of the tenancy. I am satisfied these accurately reflect the payments received against the account. These documents reflect the application of maximum economic rent for the months of July, August, and September 2013, however it has been agreed by applicant as being reasonable to apply an assessed subsidized rent of \$75 for each month; this adjustment results in and I find the respondents have accumulated rental arrears in the amount of \$1,296.

The security deposit of \$1,149 was paid in three installments as reflected in the tenant ledger card for damage deposit submitted into evidence by the applicant. This ledger card also reflects the application of interest in accordance with the Act and *Residential Tenancies Regulations* (the Regulations), resulting in a security deposit credit for the respondents totalling \$1,150.44. This amount was retained by the applicant and applied against the rental arrears. I am satisfied the retention of the security deposit against the rental arrears is appropriate and in accordance with the Act. I find the respondents have accumulated rental arrears after the application of the security deposit in the amount of \$145.56.

Repairs and cleaning

The tenant check-in condition report signed February 16, 2011, by the parties was submitted into evidence in support of the condition of the rental premises at the time the respondents took possession. The condition rating report was submitted into evidence in support of the applicant's claim for compensation for the repairs of damages caused by the respondents during their tenancy and for cleaning the rental premises after the respondents vacated. Mr. McCallum's testimony corroborates the contents of the condition rating report and explains any discrepancies between it and the check-in condition report. I am satisfied the damages claimed occurred during the respondents' tenancy and that the rental premises was left in an unclean state when the respondents vacated. I am satisfied the amounts claimed for the repair and cleaning of the rental premises are reasonable and I find the respondents liable in the amount of \$1,690.

An order will issue for the respondents to pay rental arrears in the amount of \$145.56 and to compensate the applicant for repairs and cleaning costs in the amount of \$1,690.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Residential tenancy agreement fixed term lease dated February 16, 2011
- Exhibit 2: Account summary from February 15, 2011, to September 26, 2013
- Exhibit 3: Tenant ledger card for damage deposit between February 16, 2011, and September 17, 2013
- Exhibit 4: Tenant ledger cards for rent from February 15, 2011, to September 26, 2013
- Exhibit 5: Applicant's credit memo #10087 dated September 26, 2013
- Exhibit 6: Applicant's credit memo #276244 dated September 18, 2012
- Exhibit 7: Applicant's credit memo #275872 dated July 12, 2012
- Exhibit 8: Applicant's credit memo #274428 dated September 1, 2011
- Exhibit 9: Applicant's credit memo #273657 dated April 21, 2011
- Exhibit 10: Tenant ledger card for tenant damages dated September 18, 2013
- Exhibit 11: Applicant's invoice #6963 dated September 18, 2013
- Exhibit 12: Condition rating report printed September 17, 2013
- Exhibit 13: Tenant check-in condition report signed February 16, 2011