

IN THE MATTER between **Fort Smith Housing Authority**, Applicant, and **Michelle Arnason**, 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, regarding a rental premises located within the **town of Fort Smith in the Northwest Territories**.

BETWEEN:

**FORT SMITH HOUSING AUTHORITY**

Applicant/Landlord

- and -

**MICHELLE ARNASON**

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 \$4,379.00 (four thousand three hundred seventy-nine dollars).
2. Pursuant to sections 42(3)(e) and 45(4)(d) of the *Residential Tenancies Act*, the respondent must compensate the applicant for repairs and cleaning costs in the amount of \$2,384.25 (two thousand three hundred eighty-four dollars twenty-five cents).

DATED at the City of Yellowknife in the Northwest Territories this 2nd day of June 2014.

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Adelle Guigon  
Deputy Rental Officer

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-and-

**MICHELLE ARNASON**

Respondent/Tenant

**REASONS FOR DECISION**

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

**REASONS FOR DECISION**

An application to a rental officer made by Fort Smith Housing Authority as the applicant/landlord against Michelle Arnason as the respondent/tenant was filed by the Rental Office February 13, 2014. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as Unit #0036, 51 Pine Crescent, in Fort Smith, Northwest Territories. The applicant served a copy of the filed application package on the respondent by registered mail signed for February 25, 2014.

The applicant alleged the respondent had accumulated rental arrears, caused damages to the rental premises, and had not left the rental premises in a state of ordinary cleanliness. 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. Michelle Arnason was served a notice of attendance by registered mail deemed served May 12, 2014, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Ms. Arnason did not appear at hearing, nor did anyone appear on her behalf; the hearing proceeded in her absence pursuant to section 80(2) of the Act.

Mr. Mageean testified that Ms. Arnason had been in a residential tenancy agreement for subsidized public housing with the landlord since June 10, 2010. On November 1, 2013, the applicant deemed the rental premises abandoned by Ms. Arnason. The applicant reclaimed possession of the rental premises on that date and completed a check-out inspection report.

During the course of Ms. Arnason's tenancy she had accumulated rental arrears as of November 1, 2013, in the amount of \$4,629.50. The applicant's lease balance statement was provided in support of this claim. The lease balance statement also corroborated the applicant's application of the tenant's security deposit in the amount of \$250.50.

During the check out inspection of the rental premises on November 1, 2013, Mr. Mageean noted the following deficiencies for which the applicant is making a claim for compensation:

*Replace marked kitchen tiles	\$80.50
*Replace damaged bedroom and basement doors	\$535.29
*Replace damaged curtain rods	\$172.96
*Replace damaged stair rail	\$64.42
Patching and painting four rooms and the hallway	\$1,041.46
*Removal of unsanitary and worthless abandoned personal property and garbage	\$146.00
Hauling of worthless dishwasher and dryer to dump and tipping fee	\$127.62
Janitorial cleaning of premises	\$216.00
TOTAL	\$2,384.25

The claims marked with an asterix (\*) are for repairs or actions which have occurred for which an invoice has been generated and included on the lease balance statement. The remaining claims are for work that has yet to be completed for which the costs have been conservatively estimated by the applicant. Photographs included in the application package support the claims made.

Mr. Mageean requested an order for payment of rental arrears and compensation for repairs and cleaning costs.

#### *Tenancy agreement*

The residential tenancy agreement submitted into evidence is for subsidized public housing for the rental premises known as Unit #0036, 51 Pine Crescent, in Fort Smith, Northwest Territories. It specifies a fixed-term tenancy from April 1, 2012, to June 30, 2013. Mr. Mageean testified Ms. Arnason's tenancy originally began June 10, 2010, and supported this claim with the unit check-in report signed by Ms. Arnason and dated June 10, 2010. I am satisfied a valid tenancy agreement was in place between the parties from June 10, 2010, to November 1, 2013.

*Abandonment and abandoned personal property*

Mr. Mageean testified that the rental premises was attended by the landlord's agent from which it was discovered Ms. Arnason was no longer occupying the premises; they reclaimed possession of the premises and Mr. Mageean conducted a unit check-out report documenting the damage and creating an inventory of abandoned personal property which was included in the application package. I am satisfied the landlord has deemed Ms. Arnason abandoned the rental premises in accordance with section 1(3)(a) of the Act.

Mr. Mageean testified to and provided photographic evidence of the condition of the abandoned personal property. He advised the property was unsanitary and worthless, and as the landlord's agent he deemed the property could not be sold for enough money to cover the costs associated with the storage and sale; the property was disposed of to the local dump. I am satisfied the abandoned personal property was assessed and disposed of in accordance with section 64(2) of the Act.

*Rental arrears and security deposit*

The lease balance statement contains the landlord's accounting subsidized rent and payments made by the tenant during the tenancy. I am satisfied the lease balance statement accurately reflects both of these amounts. I find Ms. Arnason has accumulated rental arrears in the amount of \$4,629.50.

The lease balance statement and Mr. Mageean's testimony both indicate the security deposit including interest on this tenant's account is \$250.50. In Mr. Mageean's calculations, he applied the security deposit against his claim for compensation for repairs and cleaning costs. Section 18(4) specifies the security deposit may be applied by the landlord against arrears for rent and repairs of damages. As the rental arrears are established at the time of abandonment and the cost of repairs of damages are not established until this hearing, it seems to me more appropriate to apply the security deposit to the rental arrears first. Therefore, I find Ms. Arnason's accumulated rental arrears less the security deposit to be \$4,379.

*Damages and cleaning*

The unit check-in and check-out reports submitted by the applicant represent the condition of the rental premises at the commencement of the tenancy and at the conclusion of the tenancy. I am satisfied these reports accurately reflect the condition of the rental premise. Mr. Mageean testified to his personal observations of the condition of the rental premises and provided photographic evidence supporting his testimony. The photographs were taken by Mr. Mageean after Ms. Arnason abandoned the rental premises, on December 5 and December 30, 2013, and January 28, 2014. I am satisfied the reports, photographs, and Mr. Mageean's testimony accurately reflect the condition the rental premises was left in when Ms. Arnason abandoned it, for which Ms. Arnason is responsible.

Invoices and work orders were provided in support of the work that has already been performed and I am satisfied the costs claimed for these are reasonable. The remaining work to be performed – patching, painting, disposal of appliances, and janitorial cleaning of the premises – has yet to be completed. Mr. Mageean has testified this work is scheduled to be completed, along with work on several other units in the community, this summer. Mr. Mageean has also testified that the estimated costs claimed for the remaining work are conservative amounts. In reviewing the photographs and estimates, and hearing Mr. Mageean's testimony, I am satisfied the estimated costs for the repair of the remaining damages and cleaning of the rental premises are reasonable. At hearing, the total amount allowed for repairs and cleaning failed to include the invoiced charge of \$146 for the disposal of property and garbage; being satisfied this cost is Ms. Arnason's responsibility and should have been included in the calculations, I am including it in my written order and reasons. I find Ms. Arnason liable for the costs to repair and clean the rental premises in the amount of \$2,384.25.

An order will issue for Mr. Arnason to pay rental arrears in the amount of \$4,379 and compensation for repairs and cleaning costs in the amount of \$2,384.25.

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Adelle Guigon  
Deputy Rental Officer

## APPENDIX A

### Exhibits

- Exhibit 1: Lease balance statement for April 1, 2012, to April 1, 2013
- Exhibit 2: Residential tenancy agreement fixed term lease dated April 1, 2012
- Exhibit 3: Housing unit check out report dated November 1, 2013
- Exhibit 4: Tenant damage repairs and cleaning estimates
- Exhibit 5: Set of eight photographs - five dated December 5, 2013, and three dated January 28, 2014
- Exhibit 6: Applicant's invoice #62464 dated February 10, 2014
- Exhibit 7: Applicant's work order #2,008 dated February 10, 2014
- Exhibit 8: Set of five photographs dated November 18, 2013
- Exhibit 9: Applicant's invoice's #62464 correspondence to respondent dated February 10, 2014
- Exhibit 10: Applicant's invoice #58825 dated January 7, 2014
- Exhibit 11: Applicant's work order #1,730 dated December 23, 2013
- Exhibit 12: Set of one photograph dated December 5, 2013
- Exhibit 13: Applicant's invoice #58826 dated January 7, 2014
- Exhibit 14: Applicant's work order #1,728 dated December 23, 2013
- Exhibit 15: Set of three photographs dated December 5, 2013
- Exhibit 16: Applicant's invoice #58827 dated January 7, 2014
- Exhibit 17: Applicant's work order #1,729 dated December 31, 2013
- Exhibit 18: Set of one photograph dated December 5, 2013
- Exhibit 19: Applicant's invoice #58828 dated January 7, 2014
- Exhibit 20: Applicant's work order #1,756 dated December 23, 2013
- Exhibit 21: Set of one photograph dated December 30, 2013
- Exhibit 22: Applicant's invoice's #58825, #58826, #58827, & #58828 correspondence to respondent dated January 7, 2014
- Exhibit 23: Housing unit check in report dated June 10, 2010
- Exhibit 24: Lease balance statement for April 1, 2012, to February 10, 2014