

IN THE MATTER between **Fort Smith Housing Authority**, Applicant, and **Patricia Moran**, 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 -

**PATRICIA MORAN**

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 \$357.62 (three hundred fifty-seven dollars sixty-two cents).
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 \$764.28 (seven hundred sixty-four dollars twenty-eight cents).

DATED at the City of Yellowknife in the Northwest Territories this 6th day of June 2014.

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Adelle Guigon  
Deputy Rental Officer

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BETWEEN:

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-and-

**PATRICIA MORAN**

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 Patricia Moran 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 #0026, 32 Raven Street, in Fort Smith, Northwest Territories. The applicant served a copy of the filed application package on the respondent by registered mail deemed served February 21, 2014, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act).

The applicant alleged the respondent had accumulated rental arrears, caused damages to the rental premises, and failed to leave the rental premises in an ordinarily clean state. 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. Patricia Moran was served with a notice of attendance by registered mail signed for May 15, 2014. She 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. Moran had been a tenant in subsidized public housing with the applicant since August 5, 2010. On August 16, 2013, the applicant attended the rental premises and learned Ms. Moran was no longer in occupancy; they deemed she had abandoned the rental premises and reclaimed possession.

Throughout the tenancy, Ms. Moran's rent was assessed a subsidy; for the month of August, the assessed subsidized rent was prorated by the landlord for 16 days. The total accumulated rental arrears as of August 16, 2013, was \$858.93. The applicant applied Ms. Moran's security deposit plus interest in the amount of \$501.31 against the rental arrears, resulting in a remaining rental arrears total of \$357.62.

Mr. Mageean personally completed the unit check-out report on August 16, 2013, in Ms. Moran's absence and spoke directly to the condition of the rental premises at that time. Photographs which were submitted into evidence were taken August 23, 2013, January 23 and January 29, 2014; Mr. Mageean confirmed the photographs accurately represented the state of the

rental premises at the time the landlord reclaimed possession. Invoices and work orders were submitted in support of charges applied against Ms. Moran's account for the removal of items left behind in the premises effected August 30, 2013, and the replacement of curtain rods, hardware, and damaged screens throughout the premises effected January 31, 2014; the total cost claimed for these actions is \$261.84. The items which were left behind were inventoried at the time of the check-out inspection; Mr. Mageean confirmed they were deemed unsanitary or worthless and were disposed of to the local waste disposal site.

The applicant also submitted a total conservative estimate of costs in the amount of \$502.44 for re-painting the living room and janitorial services to clean the entire premises. This work is expected to be effected in the coming summer season. The living room had been painted by Ms. Moran without permission and in a non-standard colour.

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

#### *Tenancy agreement*

The residential tenancy agreement submitted into evidence by the applicant reflects a fixed-term tenancy between the parties for subsidized public housing for the rental premises known as Unit #0026, 32 Raven Street, in Fort Smith, for the period of April 1, 2012, to May 31, 2013. The unit check-in report submitted into evidence by the applicant was signed by Ms. Moran on August 5, 2010. Mr. Mageean's testimony indicated Ms. Moran had moved into the rental premises August 5, 2010, and had occupied the same rental premises until the day she was deemed to have abandoned it. I am satisfied there was a valid tenancy agreement between the parties which started August 5, 2010, and ended August 16, 2013, when the landlord reclaimed possession of the premises after deeming it had been abandoned by Ms. Moran.

#### *Abandoned personal property*

Upon deeming the rental premises abandoned by Ms. Moran on August 16, 2013, in accordance with section 1(3)(a) of the Act, the landlord further deemed the personal property left behind as unsanitary and worthless, and disposed of the property in accordance with section 64(2) of the Act. The applicant has provided photographic evidence supporting the general condition of the property left behind. I am satisfied Sections 1(3)(a) and 64(2) of the Act have been properly complied with.

*Rental arrears and security deposit*

The lease balance statement submitted into evidence by the applicant is the landlord's accounting of assessed monthly rent and payments made against Ms. Moran's account. I am satisfied this accounting accurately reflects both. The rental arrears evidenced and testified to as of August 16, 2013, is \$858.93. The applicant has, in accordance with section 18(4) of the Act, applied the security deposit plus interest against the rental arrears, resulting in a remaining rental arrears amount of \$357.62. I find Ms. Moran has accumulated rental arrears in the amount of \$357.62.

*Repairs and cleaning*

The applicant submitted a total of 15 photographs taken of the rental premises on August 23, 2013, January 23, 2014, and January 29, 2014. A unit check-out report completed and signed by Mr. Mageean, representing the landlord, on August 16, 2013, was submitted into evidence reflecting the condition of the rental premises on that date. Mr. Mageean further corroborated in his testimony that the photographs accurately represent the condition of the rental premises when he conducted the check-out inspection on August 16, 2013. Any work to repair or clean the premises was conducted after the photographs were taken. I am satisfied the photographs accurately represent the condition of the rental premises when Ms. Moran abandoned it.

The amounts claimed by the applicant for the repairs and cleaning are as follows:

Removal of abandoned personal property and garbage	\$131.98
Replacement of curtain rods, hardware, and screens	\$129.86
Painting living room	\$286.44
Janitorial cleaning of unit	\$216.00
<b>TOTAL</b>	<b>\$764.28</b>

I find the costs claimed for the above named work to be reasonable.

An order will issue for Ms. Moran to pay rental arrears in the amount of \$357.62 and compensation for the repairs and cleaning to the rental premises in the amount of \$764.28.

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Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Lease balance statement for April 1, 2012, to February 10, 2014
- Exhibit 2: Residential tenancy agreement fixed term lease dated April 1, 2012
- Exhibit 3: Housing unit check out report dated August 16, 2013
- Exhibit 4: Applicant's security deposit unit #0026 - 32 Raven Street correspondence to respondent dated September 18, 2013
- Exhibit 5: Tenant damages repairs and cleaning estimates
- Exhibit 6: Set of two photographs dated January 29, 2014
- Exhibit 7: Applicant's invoice #62456 dated February 10, 2014
- Exhibit 8: Applicant's work order #1,879 dated January 31, 2014
- Exhibit 9: Set of three photographs dated January 23, 2014
- Exhibit 10: Applicant's invoice's #62456 correspondence to respondent dated February 10, 2014
- Exhibit 11: Applicant's invoice #47475 dated September 18, 2013
- Exhibit 12: Applicant's work order #1,085 dated August 30, 2013
- Exhibit 13: Set of eight photographs dated August 23, 2013
- Exhibit 14: Applicant's invoice #47475 correspondence to respondent dated September 18, 2013
- Exhibit 15: Housing unit check in report dated August 5, 2010