

IN THE MATTER between **Behchoko Ko Gha Kaodee**, Applicant, and **Kelsi Camsell and David Wedzin**, 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 -

**KELSI CAMSELL and DAVID WEDZIN**

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 \$57.11 (fifty-seven dollars eleven 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 \$7,045.00 (seven thousand forty-five dollars).

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

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Adelle Guigon  
Deputy Rental Officer

IN THE MATTER between **Behchoko Ko Gha Kaodee**, Applicant, and **Kelsi Camsell and David Wedzin**, Respondents.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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BETWEEN:

**BEHCHOKO KO GHA KAODEE**

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-and-

**KELSI CAMSELL and DAVID WEDZIN**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>May 29, 2014</b>
<b><u>Place of the Hearing:</u></b>	<b>Behchoko, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>Michael Keohane, representing the applicant Therese Migwi, representing the applicant Robert McCallum, witness for the applicant</b>
<b><u>Date of Decision:</u></b>	<b>May 29, 2014</b>

### **REASONS FOR DECISION**

An application to a rental officer made by Behchoko Ko Gha Kaodee as the applicant/landlord against Kelsi Camsell and David Wedzin as the respondents/tenants was filed by the Rental Office March 20, 2014. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as Unit #628A in Behchoko, Northwest Territories. The applicant served a copy of the filed application on the respondents by personal service April 3, 2014.

The applicant alleged the respondents had accumulated rental arrears, had failed to report household income, and had 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 appeared representing the applicant. Ms. Kelsi Camsell and Mr. David Wedzin were served notices of attendance by registered mail deemed served May 15, 2014, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). The hearing proceeded in their absence pursuant to section 80(2) of the Act.

The applicant testified that the respondents had been tenants in subsidized public housing since October 4, 2012, in the rental premises known as Unit #628A in Behchoko. On January 13, 2014, the applicant was notified by neighbours of the respondents that the rental premises' front door was ajar and no one appeared to be home. Mr. Robert McCallum, the applicant's maintenance foreman, testified that he attended the rental premises in response to the telephone call and discovered the door was in fact ajar and hanging from its hinges. A brief inspection of the premises revealed no one was present. To protect the property from further damage – weather-related or otherwise – Mr. McCallum boarded the entrance and secured the premises.

During the course of the tenancy the respondents had repeatedly failed to either report their monthly household income as required by their agreement or pay their rent on time. The applicant requires the monthly household income reports to calculate any subsidies tenants might be eligible for; the respondents failed to provide those reports for the months of May 2013 to January 2014. As a result, the applicant applied the full economic rent to their account for those months. However, the applicant believes the respondents have had no source of income since December 1, 2012, and applied subsidies based on zero income for the months for which they do not have household income reports. This has reduced the rental arrears as of May 29, 2014, to \$732.

The respondents did not pay the full amount of the security deposit due, but as of May 16, 2013, they had paid \$674.50 of their security deposit. The applicants calculated interest in accordance with the Act and *Residential Tenancies Regulations* (the Regulations) and applied the total security deposit of \$674.98 against the rental arrears, resulting in a remaining accumulated rental arrears of \$57.02.

Due to extraordinary issues with power and water system failures in the community during January and early February, the applicant was unable to return to the rental premises to conduct a thorough inspection until February 26, 2014. Mr. McCallum confirmed the unit was secured against unauthorized entry between January 13<sup>th</sup> and February 26<sup>th</sup>, and – having personally observed the condition of the rental premises on both dates – confirmed the unit condition report and the photographs of the premises accurately represent the condition of the rental premises when the respondents were deemed to have abandoned it on January 13<sup>th</sup>.

The applicant testified that the rental premises had been newly renovated at an approximate cost of \$33,290 immediately prior to the commencement of the respondents' occupancy; all aspects of the premises, including the appliances, were considered as new in October 2012, with exception only to a broken window in the secondary bedroom. The applicant acknowledged this window was not replaced during the tenancy and they did not include its replacement cost in their claim.

An inventory of abandoned personal property was completed; all except the washing machine were deemed by the applicant to be worthless or unsanitary and were disposed of in accordance with section 64(2) of the Act. The washing machine was stored at the applicant's warehouse and the applicant confirmed the respondents had picked that up prior to this hearing date.

The claim for repairs and cleaning is detailed as follows:

Replacement of entry exterior door	\$800.00
Replacement of entry interior door	\$250.00
Replacement of entry closet shelves	\$75.00
Repair of 32 holes in walls and ceilings	\$1,290.00
Replacement of three broken windows	\$1,530.00
Replacement of two bedroom doors	\$500.00
Replacement of outlet covers	\$60.00
Replacement of bathroom door	\$250.00
Replacement of bathroom hardware	\$120.00
Replacement of utility door and knob	\$270.00
Replacement/repair of radiator covers	\$210.00
Replacement of smoke detectors and fire extinguishers	\$120.00
50% of cost to paint the entire interior of the premises	\$900.00
Cleaning of the entire interior of the premises	\$670.00
<b>TOTAL</b>	<b>\$7,045.00</b>

A set of 48 photographs was submitted into evidence corroborating the condition of the rental premises and documenting the repairs that are required to return the rental premises to occupancy standards. Mr. McCallum and Ms. Migwi confirmed they conducted the inspection together and Ms. Migwi took the photographs on February 26, 2014.

Mr. Keohane testified the repairs were expected to be completed this summer by a hired contractor, rather than in-house staff, due to the extensive amount of remaining work that has resulted from the power and water system failures which occurred earlier in the year. The costs claimed reflect the contractor costs the applicant will have to pay for the repairs.

*Tenancy agreement, abandonment, and abandoned personal property*

The residential tenancy agreement between the parties dated October 4, 2012, is for a subsidized public housing tenancy for the rental premises known as Unit #628A in Behchoko. It is for a fixed term from October 4, 2012, to March 31, 2013, after which it automatically renewed as a month-to-month tenancy. I am satisfied a valid tenancy agreement was in place between the parties.

The correspondence dated January 13, 2014, from the applicant to the respondents refers to notification from a neighbour that the rental premises' front door was left open, exposing the interior to the elements, and that the respondents were not in the rental premises. The letter advises the respondents that under the circumstances they have deemed the rental premises abandoned, reclaimed possession, and secured the premises. Mr. McCallum's testimony confirmed the rental premises was as described and appeared abandoned. I am satisfied the applicant deemed the tenant had abandoned the rental premises in accordance with section 1(3) of the Act.

An inventory of the items abandoned in the rental premises by the respondents was included in the evidence submitted by the applicants and indicates the disposal of all except a washing machine. The washing machine is indicated as having been stored at the applicant's warehouse. Testimony confirmed that the respondents had in fact already picked up the washing machine and that the remaining items were unsanitary and/or worthless. I am satisfied the abandoned personal property was dealt with in accordance with section 64(2) of the Act.

*Rental arrears and security deposit.*

The lease ledger entered into evidence represents the landlord's accounting of assessed monthly rent and payments received between October 4, 2012, and March 20, 2014. I am satisfied the landlord's accounting is accurate and the ledger reflects payments made by the respondents for rent. The last payment received from the respondents was in June 2013. I find the respondents have accumulated rental arrears of \$732.

The tenant ledger card for damage deposit reflects the landlord's accounting of payments towards the respondents' security deposit and calculations of interest on those payments. I am satisfied this ledger accurately reflects the payments received from the tenants for their security deposit and that the applicant has calculated the interest on the security deposit in accordance with the Act and Regulations. The total security deposit available is \$674.98. I am satisfied it is appropriate to apply the security deposit to the rental arrears identified. I find the respondents have remaining accumulated rental arrears in the amount of \$57.02.

*Repairs and cleaning*

The tenant check-in report dated October 4, 2012, is signed by the respondents and Ms. Migwi, and represents the condition of the rental premises when the respondents moved in. The condition rating report dated February 26, 2014, reflects the condition of the rental premises at the time the respondents abandoned the rental premises. Testimony has been given corroborating the condition of the rental premises as reflected in the tenant check-in report as being in as-new condition, with exception to a single broken window in the secondary bedroom. The condition rating report and the photographs submitted into evidence support the testimony regarding direct observation of the condition of the rental premises as of the date of abandonment by the respondents. I am satisfied the repairs claimed are the respondents responsibility and that the costs associated with effecting the repairs are reasonable. I find the respondents liable for costs to repair and clean the rental premises in the amount of \$7,045.

An order will issue requiring the respondents to pay rental arrears in the amount of \$57.02 and to compensate the applicant for repairs and cleaning costs in the amount of \$7,045.

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Adelle Guigon  
Deputy Rental Officer

## APPENDIX A

### Exhibits

- Exhibit 1: Residential tenancy agreement fixed term lease dated October 4, 2012
- Exhibit 2: Applicant's Unit #628A - termination of tenancy for abandonment correspondence to respondents dated January 13, 2014
- Exhibit 3: Applicant's arrears and damaged deposit correspondence to respondents dated December 4, 2013
- Exhibit 4: Applicant's arrears and damaged deposit correspondence to respondents dated April 18, 2013
- Exhibit 5: Tenant ledger card for damage deposit from October 4, 2012, to March 31, 2014
- Exhibit 6: Lease ledger for rent from October 4, 2012, to March 20, 2014
- Exhibit 7: Condition rating report dated February 26, 2014
- Exhibit 8: Tenant check-in report dated October 4, 2012
- Exhibit 9: Inventory - abandoned personal property
- Exhibit 10: Set of 48 photographs