

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Donna Klondike**, 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 **hamlet of Fort Liard in the Northwest Territories**.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

DONNA KLONDIKE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 42(3)(e) and 45(4)(d) of the *Residential Tenancies Act*, the respondent must pay reasonable expenses directly associated with repairs and cleaning to the rental premises known as Lot 301 in Fort Liard, Northwest Territories, in the total amount of \$9,524.71 (nine thousand five hundred twenty-four dollars seventy-one cents).

DATED at the City of Yellowknife in the Northwest Territories this 19th day of August 2014.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Donna Klondike**, 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,

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

-and-

DONNA KLONDIKE

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	August 18, 2014
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Betty Hardisty, representing the applicant Loraine Menicoche-Moses, representing the applicant
<u>Date of Decision:</u>	August 18, 2014

REASONS FOR DECISION

An application to a rental officer made by NWT Housing Corporation as the applicant/landlord against Donna Klondike as the respondent/tenant was filed by the Rental Office May 8, 2014. The application was made regarding a residential tenancy agreement for the rental premises known as Lot 301 in Fort Liard, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail deemed served May 20, 2014, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act).

The applicant alleged the respondent had vacated the rental premises with damages beyond normal wear and tear, and left it in an unclean state. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for August 18, 2014. Ms. Betty Hardisty and Ms. Loraine Menicoche-Moses appeared representing the applicant. Ms. Donna Klondike was served with a notice of attendance by registered mail deemed served August 1, 2014, pursuant to section 71(5) of the Act. Ms. Hardisty confirmed her belief that Ms. Klondike is still residing in the community, and she confirmed that assigned residential mailboxes in Fort Liard do not change when an individual changes residences. I am satisfied it is likely that Ms. Klondike is avoiding service on this matter. The hearing proceeded in her absence pursuant to section 80(2) of the Act.

Ms. Hardisty testified that Ms. Klondike had been a tenant in subsidized public housing since August 2008. A copy of the most recent fixed-term residential tenancy agreement was entered into evidence. Ms. Klondike's tenancy was terminated by rental office order #10-13650 on March 31, 2014. She vacated the rental premises and participated in a check-out inspection on April 14, 2014. The tenant check-in/check-out inspections report was entered into evidence. Several deficiencies were noted during the check-out inspection which Ms. Klondike acknowledged by signing. The applicant's technical service division prepared a unit condition rating report with repair estimates. The condition rating report was entered into evidence. The deficiencies and related costs for which the applicant requested compensation are as follows:

Replacement of main entry exterior door and jamb	\$ 1,500.00
Replacement of main entry interior door and jamb	\$ 1,500.00
Replacement of kitchen range	\$ 1,000.00
Replacement of kitchen fridge	\$ 1,500.00
Replacement of kitchen counter tops	\$ 2,000.00
Replacement of three bedroom doors (\$250 each)	\$ 750.00
Replacement of bathroom door	\$ 250.00
Replacement of rear entry exterior door and jamb	\$ 1,500.00
Replacement of crawl space door hatch	\$ 750.00
Replacement of kitchen cabinet door	\$ 250.00
Repair of holes in walls and trim in entry hallway, bathroom, master bedroom, and second bedroom	\$ 400.00
Removal of household items and trash, and cleaning of rental premises	\$ 400.00
GST	\$ 590.00
Sub-total	\$ 12,390.00
Less security deposit	\$ 502.79
TOTAL	\$ 11,887.21

A set of 14 photographs were entered into evidence by the applicant. Ms. Hardisty confirmed she was present at the check-out inspection and that the photographs were taken by technical support staff at the check-out inspection on April 14, 2014. In reviewing the deficiencies claimed against the photographic evidence, the condition rating report, and the check-out inspection report, the following items were identified as lacking substantiating evidence:

1. damage to the main entry interior door
2. damage to two of the three bedroom doors
3. damage to the bathroom door

The remaining items were substantiated in the evidence and testimony presented. Although some of the costs claimed may seem high, when the isolation of the community of Fort Liard is taken into account, with associated shipping costs, the amounts claimed become more reasonable. It was also identified at hearing that the repairs and purchases were not completed in-house but by tendered contractors, and thus were expected to increase the actual costs to the landlord. .../4

Having been satisfied that a valid tenancy agreement was in place between the parties, that the tenancy agreement was terminated in accordance with the Act, that the tenant vacated the rental premises in accordance with an order terminating the tenancy, that the parties completed entry and exit inspection reports in accordance with the Act, and that the rental premises was left in a state of disrepair and uncleanliness exceeding normal wear and tear, I find the respondent liable for costs directly associated with the following repairs:

Replacement of main entry exterior door and jamb	\$ 1,500.00
Replacement of kitchen range	\$ 1,000.00
Replacement of kitchen fridge	\$ 1,500.00
Replacement of kitchen counter tops	\$ 2,000.00
Replacement of one bedroom door	\$ 250.00
Replacement of rear entry exterior door and jamb	\$ 1,500.00
Replacement of crawl space door hatch	\$ 750.00
Replacement of kitchen cabinet door	\$ 250.00
Repair of holes in walls and trim in entry hallway, bathroom, master bedroom, and second bedroom	\$ 400.00
Removal of household items and trash, and cleaning of rental premises	\$ 400.00
GST	\$ 477.50
Sub-total	\$ 10,027.50
Less security deposit	\$ 502.79
TOTAL	\$ 9,524.71

An order will issue requiring Ms. Donna Klondike to compensate the NWT Housing Corporation for the costs of repairing damages and cleaning the rental premises in the amount of \$9,524.71.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Applicant's tenant damage to Unit #301 - Fort Liard correspondence to respondent dated April 24, 2014

Exhibit 2: Condition rating report dated April 14, 2014

Exhibit 3: Set of 14 photographs of rental premises

Exhibit 4: E-mail conversation between Neil Phillips, Betty Hardisty, and Michael Keohane dated between April 15 and April 28, 2014

Exhibit 5: Residential lease agreement

Exhibit 6: Unit condition report

Exhibit 7: Damage deposit payment form dated April 28, 2014