

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Charmain Capot-Blanc**, 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 -

CHARMAIN CAPOT-BLANC

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 \$375.00 (three hundred seventy-five dollars).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent must pay reasonable expenses directly associated with the repair of damages to the rental premises known as Lot 57, Plan 1186, in Fort Liard, Northwest Territories, in the amount of \$612.75 (six hundred twelve dollars seventy-five cents).

DATED at the City of Yellowknife in the Northwest Territories this 18th day of August 2014.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Charmain Capot-Blanc**, 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-

CHARMAIN CAPOT-BLANC

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 Charmain Capot-Blanc as the respondent/tenant was filed by the Rental Office May 8, 2014. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as Lot 57, Plan 1186, 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 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 August 18, 2014. Ms. Betty Hardisty and Ms. Loraine Menicoche-Moses appeared representing the applicant. Ms. Charmain Capot-Blanc was served 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. Cabot-Blanc was in fact still in the community of Fort Liard. Ms. Hardisty also confirmed that an individual's mailbox number does not change when they change residences. Absent contrary information, it is reasonable to assume Ms. Cabot-Blanc does still receive her mail at the mailbox address provided on file and appears to have been avoiding service of documents. The hearing proceeded in her absence pursuant to section 80(2) of the Act.

Ms. Hardisty testified that Ms. Capot-blanc had been in a residential tenancy agreement with the applicant for subsidized public housing. In December 2013 rental officer order #10-13649 was issued ordering the payment of rental arrears in the amount of \$1,095.50 and terminating the tenancy agreement February 28, 2014.

Ms. Capot-Blanc successfully made one payment against her account in February 2014 since the December rental officer order. She vacated the rental premises in March 2014 and participated in an exit inspection on April 15, 2014. The applicant did not charge Ms. Capot-Blanc rent for the months of April and May; the total remaining rental arrears being claimed are \$1,470.50. This amount is the total cumulative amount, including that which was ordered paid in December.

A letter dated April 28, 2014, was sent to Ms. Capot-Blanc confirming the damages to the rental premises for which the applicant was claiming repair costs from her, advising her of the total

dollar amount and that they would be applying the security deposit against this total; the applicant's requested for compensation from Ms. Capot-Blanc for repair costs is as defined follows:

Patch and paint holes in walls	\$ 400.00
Repair kitchen cupboard doors	\$ 250.00
Replace bathroom door and jamb	\$ 250.00
Replace bathroom medicine cabinet	\$ 150.00
Replace bathroom toilet paper holder	\$ 25.00
GST	\$ 53.75
Sub-total	\$ 1,128.75
Less security deposit	\$ 516.00
TOTAL	\$ 612.75

Tenancy agreement

The residential lease agreement entered into evidence is for subsidized public housing under the applicant's Homeownership Entry Level Program. It was dated for a fixed term from April 1, 2012, to April 30, 2014. I am satisfied a valid tenancy agreement was in place between the parties.

Rental arrears

The rental officer order #10-13649 dated December 11, 2013, established and ordered the payment of rental arrears as of November 2013 in the amount of \$1,095.50. The internal ledger to NWT HC dated September 1, 2009, to February 19, 2014, represents the landlord's accounting of monthly assessed rent and payments received on the respondent's rent account. It reflects a cumulative amount of rent owing as of February 19, 2014, of \$1,470.50. Ms. Hardisty confirmed no payments have been received on this account since February 19, 2014. I am satisfied the ledger accurately represents the assessed rent and payments received on account. I find Ms. Capot-Blanc has accumulated rental arrears in the amount of \$1,470.50.

Compensation for repair costs

The tenant check-in/check-out unit condition report entered into evidence shows the condition of

the rental premises both at the beginning and end of the tenancy, and indicates Ms. Capot-Blanc's participation at both inspections; the entry inspection took place February 19, 2009, and the exit inspection took place April 15, 2014. The applicant's representatives confirmed Ms. Capot-Blanc's attendance at both inspections. The report clearly identifies the deficiencies for which the applicant is claiming costs from the respondent. The letter of April 28, 2014, confirms and corresponds with the inspection report. Ms. Capot-Blanc was aware of the damages being claimed and was made aware by correspondence of the value of the repairs. I am satisfied the respondent is responsible for the damages being claimed, and I am satisfied that the costs claimed for the repair of those damages are reasonable. I find the respondent liable for the cost of repairs in the amount of \$1,128.75 less her security deposit of \$516, for a total amount remaining of \$612.75.

As rental officer order #10-13649 remains in effect for the payment of rental arrears in the amount of \$1,095.50, an additional order will issue for Ms. Charmain Capot-Blanc to pay rental arrears in the amount of \$375. An order will also issue for Ms. Capot-Blanc to compensate the NWT Housing Corporation for the cost of repairs to the rental premises in the amount of \$612.75.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Applicant's tenant damage to Unit #57 - Fort Liard correspondence to respondent dated April 28, 2014

Exhibit 2: Applicant's invoice #70238 dated April 28, 2014

Exhibit 3: Damage deposit payment form dated April 29, 2014

Exhibit 4: E-mail from Neil Phillips to Hilda Gerlock and Sandy Kidd dated April 28, 2014

Exhibit 5: Applicant's receipt #70242

Exhibit 6: Tenant check-in/out unit condition report

Exhibit 7: Internal Ledger to NWTHC dated from September 1, 2009, to February 19, 2014

Exhibit 8: Residential lease agreement