

IN THE MATTER between **Behchoko Ko Gha Kaodee**, Applicant, and **Rabecca Rabesca and Hamish McLeod**, Respondents;

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 Behchoko in the Northwest Territories**.

BETWEEN:

**BEHCHOKO KO GHA KAODEE**

Applicant/Landlord

- and -

**RABECA RABESCA and HAMISH MCLEOD**

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 \$1,592.00 (one thousand five hundred ninety-two dollars).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents compensate the applicant for costs directly associated with the repair of damages to the rental premises in the amount of \$10,530.00 (ten thousand five hundred thirty dollars).

DATED at the City of Yellowknife in the Northwest Territories this 20th day of October 2014.

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Adelle Guigon  
Deputy Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**RABECA RABESCA and HAMISH MCLEOD**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>October 7, 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</b>
<b><u>Date of Decision:</u></b>	<b>October 7, 2014</b>

### **REASONS FOR DECISION**

An application to a rental officer made by Behchoko Ko Gha Kaodee as the applicant/landlord against Rabecca Rabesca and Hamish McLeod as the respondents/tenants was filed by the Rental Office August 20, 2014. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as Unit 620 in Behchoko, Northwest Territories. The applicant personally served a copy of the filed application on the respondents August 26, 2014.

The applicant alleged in the application the respondents had accumulated rental arrears and caused damages to the rental premises, and sought an order for payment of rental arrears and compensation for the cost of repairs. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for October 7, 2014, in Behchoko, Northwest Territories. Mr. Michael Keohane and Ms. Therese Migwi appeared representing the applicant. Ms. Rabecca Rabesca and Mr. Hamish McLeod were sent notices of hearings by registered mail deemed served September 23, 2014, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Neither Ms. Rabesca nor Mr. McLeod appeared at hearing, nor did anyone appear on their behalf. The hearing proceeded in their absence pursuant to section 80(2) of the Act.

Mr. Keohane testified the respondents had been in a residential tenancy agreement for subsidized public housing since May 2010. On July 23, 2014, the rental premises was found to be abandoned and the applicant reclaimed possession. A residential tenancy agreement dated May 14, 2010, was submitted into evidence. It was made between the parties for the rental premises known as Unit 620 in Behchoko, Northwest Territories, for subsidized public housing for a fixed-term from May 14 to August 14, 2010, after which it automatically renewed as a monthly tenancy agreement in accordance with section 49(1) of the Act. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

As of the date of abandonment, the respondents' accumulated rental arrears were \$15,096, however, a payment of \$100 was received on July 30, 2014, and the monthly rent was reassessed in August 2014 which reduced the rental arrears to \$1,592. The statement of account and lease balance statement submitted into evidence by the applicant represent the landlord's accounting of

monthly rent and payments received on the respondents' rent account as of August 18, 2014. I am satisfied the statements accurately reflect payments received against the respondents' rent account. I find the respondents have accumulated rental arrears in the amount of \$1,592.

On July 23, 2014, upon reclaiming possession of the rental premises, the applicant conducted an exit inspection, completed a condition rating report, and took several photographs. The premises was found to have damages to walls, doors, windows, and appliances throughout, including significant structural damage to a portion of the exterior wall and foundation. The rental premises was leased from the owner by the applicant for the purposes of providing it as subsidized public housing. Their agreement was for repairs to the rental premises to be completed by the property owner. Although the property owner – being a local contracting company – would be completing the repairs to the rental premises at the market rate, the applicant is claiming repairs costs at their own reduced rates. The damages claimed are as follows:

Replacement of two exterior doors	\$1,600.00
Replacement of four interior doors	\$1,040.00
Repairs of holes in walls throughout	\$3,435.00
Replacement of refrigerator	\$800.00
Replacement of stove	\$800.00
Replacement of kitchen taps	\$110.00
Replacement of glass for four windows	\$900.00
Replacement of switch/outlet covers	\$60.00
Replacement of two window crank mechanisms	\$125.00
Replacement of toilet	\$250.00
Replacement of missing towel rack	\$45.00
Replacement of missing floor grills	\$150.00
50% of painting throughout	\$1,100.00
Replacement of siding/skirting end clips	\$175.00
Exterior painting of siding to cover writing	\$90.00
<b>Total repairs costs claimed</b>	<b>\$10,680.00</b>

At hearing, all the claims were made out evidenced by the photographs provided and/or testimony of the applicant's representatives who had direct knowledge of the state of the rental premises at the time of the exit inspection. The entry inspection report completed May 14, 2010, was also provided into evidence. The only item for which the claimed costs were not granted was for the replacement of missing floor grills (\$150); the entry inspection report clearly indicates several vent covers were not present when the respondents moved into the rental premises and the applicant's representatives could not confirm whether or not they were replaced during the tenancy. I find the respondents responsible for the costs of repairing the rental premises in the amount of \$10,530.

An order will issue requiring the respondents to pay rental arrears in the amount of \$1,592 and to compensate the applicant for costs directly associated with repairing damages in the amount of \$10,530.

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Adelle Guigon  
Deputy Rental Officer

## APPENDIX

### Exhibits

- Exhibit 1: Residential tenancy agreement fixed term lease dated May 14, 2010
- Exhibit 2: Applicant's unit #620, termination of tenancy for abandonment correspondence to respondent dated July 25, 2014
- Exhibit 3: Lease balance statement dated August 18, 2014
- Exhibit 4: Statement of account for rent dated August 18, 2014
- Exhibit 5: Statement of account for tenant damages dated August 18, 2014
- Exhibit 6: Tenant ledger card for security deposit
- Exhibit 7: Email from Bob Morgan to Michael Keohane and Daniel Korver dated August 14, 2014
- Exhibit 8: Tenant check-in/out condition report for check-in dated May 14, 2010
- Exhibit 9: Condition rating report dated July 23, 2014
- Exhibit 10: Set of 31 colour photographs