

IN THE MATTER between **Yellowknife Housing Authority**, Applicant, and **Michaila Popson**, Respondent;

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 city of Yellowknife in the Northwest Territories**.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

MICHAILA POPSON

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 compensate the applicant for the cost of repairs to the rental premises known as 741 Bigelow Crescent in Yellowknife, Northwest Territories, in the amount of \$3,595.34 (three thousand five hundred ninety-five dollars thirty-four cents).

DATED at the City of Yellowknife in the Northwest Territories this 9th day of January 2015.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Yellowknife Housing Authority**, Applicant, and **Michaila Popson**, Respondent.

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

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REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 10, 2014
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	Ella Newhook, representing the applicant Terrence Cassell, representing the applicant Michaila Popson, respondent
<u>Date of Decision:</u>	December 10, 2014

REASONS FOR DECISION

An application to a rental officer made by Yellowknife Housing Authority as the applicant/landlord against Michaila Popson as the respondent/tenant was filed by the Rental Office September 12, 2014. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as 741 Bigelow Crescent in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on the respondent October 31, 2014.

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

A hearing was scheduled for November 18, 2014, in Yellowknife, Northwest Territories. Ms. Ella Newhook appeared representing the applicant; Ms. Michaila Popson appeared as respondent and Ms. Bethany Frank appeared as Ms. Popson's representative. The presiding rental officer heard that Ms. Popson had vacated the rental premises on November 17, 2014; he granted an adjournment of the hearing to December 10, 2014, so a check-out inspection could be completed, to permit the applicant the opportunity to determine costs for any repairs that needed to be done and any cleaning that might be required, and for the applicant to prepare a security deposit statement of account. On December 10, 2014, Ms. Ella Newhook and Mr. Terrence Cassell appeared representing the applicant, and Ms. Michaila Popson appeared as respondent.

Ms. Newhook testified Ms. Popson had been a tenant in subsidized public housing since January 2012 and confirmed Ms. Popson did vacate the rental premises on November 17, 2014. As of that date Ms. Popson had accumulated rental arrears in the amount of \$996.88. The security deposit of \$1,201.54 was applied against the rental arrears, leaving a credit of \$204.66.

A written check-in inspection was conducted with Ms. Popson on January 25, 2012, with minor issues noted. A written check-out inspection was conducted on November 18, 2014, in Ms. Popson's absence. The entire rental premises was noted at check-out to be extremely unclean and unsanitary, with excessive amounts of accumulated dog feces and urine throughout, and garbage

and personal property left behind. The unsanitary conditions required a sanitizing crew to do a preliminary clean up of the feces and urine before a work crew could safely enter to remove the garbage and personal property. A cleaning crew entered again after the garbage and property was removed to do a general cleaning of the premises. The cost associated with the two cleaning crews and the work crew was claimed at \$1,926.05.

Additional damages claimed include:

Replace one broken fridge bar	\$80.00
Repair the stairwell landing (chewed up by dog)	\$248.00
Repair one broken window (glass)	\$560.00
Replace one bedroom door facing (chewed up by dog)	\$58.00
Replace one bedroom door knob with full latch assembly	\$50.00
Replace one bedroom door latch	\$50.00
Repair one hole in bedroom wall	\$80.00
Replace two bedroom window screens	\$80.00
Replace one bedroom door and lockset	\$100.00
Replace one bedroom door trim	\$58.00
Total damages claimed	<u>\$1,364.00</u>

Additionally, the applicant claimed administrative fees in the amount of \$329, citing section 38 of the House Rules which Ms. Popson acknowledged and agreed to by her signature on June 13, 2012. The applicant is subject to GST and as such \$180.95 was also added to the respondent's bill, representing 5% of the total cost of the cleaning, damages, and administrative fees. The total amount for cleaning and damages is \$3,800. The applicant applied the remaining security deposit credit of \$204.66 against that total and submitted a total claim for cleaning and damages in the amount of \$3,595.34.

At hearing, the parties reviewed each item claimed together. Mr. Cassell spoke primarily to the damages, having been personally present for the check-out inspection and taken the photographs which were presented into evidence. Of the items claimed, Ms. Popson only disputed her responsibility for repairing the broken window, claiming the damage must have been caused by the extreme cold in May 2014. Ms. Popson claimed it was not caused by anyone in her home, and was not discovered until the blinds covering the window were raised some time later. She claimed the broken window was reported to the applicant when the annual inspection was conducted in July 2014. The applicant did not have a record of the report of the broken window and it was not reflected in the written inspection report from the July 28, 2014, inspection. The window in question is a satellite window in the main entry way.

Tenancy agreement

The applicant's testimony and the residential tenancy agreement entered into evidence by the applicant establish a tenancy for subsidized public housing between the parties which started in January 2012. The respondent did not dispute the validity of the tenancy agreement, and the parties agreed the respondent vacated the rental premises on November 17, 2014, effectively ending the tenancy agreement. I am satisfied a valid tenancy agreement was in place between the parties between January 2012 and November 2014 in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears and security deposit

The statement entered into evidence by the applicant represents assessed monthly rent and charges and payments made against the respondent's rent account as of November 17, 2014. The statement reflected rental arrears owing in the amount \$996.88. The respondent did not dispute the amount of rental arrears claimed based on the statement presented. I am satisfied the statement accurately reflects the status of the respondent's rent account on November 17, 2014.

The total security deposit of \$1201.54 was applied against the rental arrears in accordance with section 18(4) of the Act. A security deposit credit remained in the amount of \$204.66.

Tenant damages and security deposit

The applicant submitted into evidence the check-in inspection report completed and signed by both parties on January 25, 2012, and the check-out inspection report signed by the applicant November 18, 2014. Condition rating reports completed March 16, 2012, June 19, 2013, and July 28, 2014, were also submitted into evidence by the applicant. A set of 30 photographs of the rental premises taken on November 18, 2014, were submitted into evidence by the applicant.

The reports clearly indicate the rental premises at the beginning of the tenancy was in good condition with only minor defects present. None of those defects was included in the claim for damages in this application. The photographs substantiate the applicant's claims that the rental premises was in a deplorably unsanitary condition and that the damages claimed were present. Other than the satellite window, the respondent did not dispute the cleaning and damages claimed or the costs associated with effecting repairs.

With respect to the satellite window, the respondent claimed the extreme cold weather in May caused the window to break, that her children would have told her if they had broken it. She also stated the blinds on that window had been left closed, blocking the window, and that the fact the window was broken was not discovered until much later. I find the suggested cause of the broken window unlikely; if the window was going to break because of extreme cold weather it would not be in May. In considering as well the fact there were children and a dog in the household, and the chaotic state of the premises, I find it more likely than not the window broke by some means other than the weather. I do find it believable that the damage was not discovered until the blinds were raised. I find responsibility for repairing the damaged window remains with the respondent.

Section 19 of the residential lease requires tenants to comply with all house rules established in writing by the landlord. An addendum to tenancy agreement is attached as part of the residential lease effectively establishing written house rules and includes under section 38 a requirement for tenants to pay an administration fee of 10% of the costs of any tenant damages. The respondent signed both the residential lease and the addendum to tenancy agreement, acknowledging and agreeing to the terms contained therein. I find the landlord's application of an admin fee in accordance with the terms of the residential lease and addendum to tenancy agreement.

I find the total amount of costs associated with the cleaning and repair of the rental premises to be \$3,800. The applicant applied the remaining security deposit of \$204.66 against the repairs costs in accordance with section 18(4) of the Act. I find the remaining costs associated with cleaning and repair of the rental premises to be \$3,595.34, calculated as follows:

Cleaning costs	\$1,926.05
Repairs	\$1,364.00
Admin fees	\$329.00
GST	\$180.95
Sub-total	\$3,800.00
Less remaining security deposit	(\$204.66)
Total	<u>\$3,595.34</u>

An order will issue requiring Ms. Michaila Popson to compensate the applicant for the costs of cleaning and repairs in the amount of \$3,595.34.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Statement dated August 14, 2014
- Exhibit 2: Applicant's public housing rent calculation correspondence to respondent dated July 9, 2014
- Exhibit 3: Statements dated: July 9, 2014; June 12, 2014; May 7, 2014;
- Exhibit 4: Tenant adjustment form dated July 8, 2014, for tenant damages
- Exhibit 5: Applicant's work order number TD006028 dated July 2, 2014
- Exhibit 6: Residential tenancy agreement fixed term lease dated June 13, 2012
- Exhibit 7: Applicant's 741 Bigelow Crescent lease termination correspondence to respondent dated September 25, 2014
- Exhibit 8: Letter of support from respondent's physician dated November 13, 2014
- Exhibit 9: Statement dated November 17, 2014
- Exhibit 10: Set of 30 black-and-white photographs of rental premises
- Exhibit 11: Applicant's final move out for 741 Bigelow Crescent correspondence to respondent dated November 27, 2014
- Exhibit 12: Statement dated November 24, 2014
- Exhibit 13: Applicant's tenant damages CN 741 statement dated November 25, 2014
- Exhibit 14: Tenant check-in/out unit condition report
- Exhibit 15: Security deposit interest calculation
- Exhibit 16: Condition rating reports dated March 16, 2012; June 19, 2013; July 28, 2014