

IN THE MATTER between **Yellowknife Housing Authority**, Applicant, and **Vincent Powder and Marlena Francis**, 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 city of Yellowknife, Northwest Territories**.

BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

- and -

**VINCENT POWDER and MARLENA FRANCIS**

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 \$2,615.39 (two thousand six hundred fifteen dollars thirty-nine cents).
2. Pursuant to sections 42(3)(e) and 45(4)(d) of the *Residential Tenancies Act*, the respondents must compensate the applicant for cleaning and repair costs in the amount of \$1,709.98 (one thousand seven hundred nine dollars ninety-eight cents).

DATED at the City of Yellowknife in the Northwest Territories this 26th day of February 2015.

---

Adelle Guigon  
Deputy Rental Officer

IN THE MATTER between **Yellowknife Housing Authority**, Applicant, and **Vincent Powder and Marlena Francis**, 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.

BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

-and-

**VINCENT POWDER and MARLENA FRANCIS**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** February 18, 2015

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** Ella Newhook, representing the applicant  
Cameron O'Keefe, representing the applicant

**Date of Decision:** February 18, 2015

### **REASONS FOR DECISION**

An application to a rental officer made by Yellowknife Housing Authority as the applicant/landlord against Vincent Powder and Marlena Francis as the respondents/tenants was filed by the Rental Office October 27, 2014. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as 917 Bigelow Crescent in Yellowknife, Northwest Territories. The applicant served a copy of the filed application on the respondents by registered mail signed for January 24, 2015.

The applicant alleged the respondents had accumulated rental arrears, failed to report household income as required, caused damages to the rental premise, and left the rental premises in an unclean condition. The applicant sought an order for payment of rental arrears and compensation for cleaning and repairs costs. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for February 18, 2015, in Yellowknife, Northwest Territories. Ms. Ella Newhook and Mr. Cameron O'Keefe appeared representing the applicant. Mr. Vincent Powder and Ms. Marlena Francis were served notices of attendance by registered mail deemed served February 3, 2015, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Ms. Marlena Francis also confirmed with me by telephone on February 16, 2015, that she and Mr. Powder were aware of the scheduled hearing particulars. Neither Mr. Powder nor Ms. Francis appeared at hearing. The hearing proceeded in their absence pursuant to section 80(2) of the Act.

The applicant's representatives testified the respondents had been in a residential tenancy agreement for subsidized public housing since December 9, 2013. The respondents began accumulating rental arrears in June 2014. The respondents failed to report their household income for the months of September to November 2014, resulting in the application of the maximum monthly rent of \$1,625. The respondents vacated the rental premises on November 17, 2015; consequently, the applicant prorated the November rent and recorded a credit against the respondents' rent account. The last payment received from the respondents was made September 11, 2014, in the amount of \$200. The rental arrears claimed amount to \$4,241.

The respondents had paid a security deposit totalling \$1,625 in four installments as follows: \$812.50 on December 9, 2013; \$270 on February 13, 2014; \$275 on May 22, 2014; and \$267.50 on June 19, 2014. The applicant calculated interest on the security deposit in the amount of \$0.59. The total security deposit plus interest as calculated were retained against the rental arrears after the respondents vacated the rental premises.

Upon learning of the respondents' departure from the rental premises, the applicant conducted an exit inspection of the premises on November 18, 2014. The applicant's representatives testified several arrangements had been made with the respondents to move their remaining possessions and clean the premises prior to November 18, 2014, without results. As such, the applicant reclaimed possession of the premises upon conducting the exit inspection in the respondents' absence. The exit inspection revealed several personal items had been left behind (for which an inventory was provided by the applicant) and the premises had not been cleaned. It further discovered a hole in the master bedroom wall which required patching and painting, and a lightbulb that needed to be replaced. The applicant submitted a claim for the cleaning and repair costs as follows, including administration fees as referred to in the tenancy agreement and GST:

Cleaning costs: removal of personal property and cleaning of premises	\$1,312.50
Patching and painting	\$160.00
Replacement of lightbulb	\$8.00
10% Administration Fee	\$148.05
5% GST	\$81.43
<b>Total cleaning and repairs costs claimed</b>	<b><u>\$1,709.98</u></b>

A statement of account dated November 24, 2014, was forwarded to the respondents, detailing the rental arrears, costs claimed for cleaning and repair costs, and the amount of security deposit credited against the amount claimed as owing. The statement requested payment from the respondents in the total amount of \$4,325.39. The applicant's representatives reiterated their request for an order for payment of the amounts owing.

*Tenancy agreement*

The residential tenancy agreement entered into evidence establishes an agreement between the parties for subsidized public housing starting December 9, 2013. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

*Rental arrears*

The statements of account submitted into evidence reflect the landlord's accounting of monthly assessed rent, electricity bill credits, and payments made against the respondents' rent account. For clarity, the respondents are responsible for paying the electricity bill for the rental premises and, in accordance with the tenancy agreement, the applicant calculates a subsidy credited to the respondents' rent account based on the amount the respondents pay to their electricity bill each month.

The statements further reflect the application of the maximum monthly rent for the months of September to November 2014 due to the respondents' failure to report household income for the months of August to October 2014. The respondents are obligated under section 6 of their tenancy agreement to report their total household income as and when requested by the applicant in order to facilitate the proper calculation of any subsidy for which they might be eligible under section 7 of their tenancy agreement. Having failed to report the income for the said months, I am satisfied the maximum monthly rents were properly applied for the months of September to November 2014. I find the respondents have accumulated rental arrears in the amount of \$4,241.

*Security deposit*

The applicant provided a breakdown of the payments made by the respondents for the security deposit totalling \$1,625. The applicant also provided a copy of a line item reflecting total interest calculated at \$0.59; this line item did not identify how the interest was calculated. Section 2 of the *Residential Tenancies Regulations* specifies that simple interest is to be calculated on security deposits at a rate established annually by the Bank of Canada. If the applicant had calculated the interest on the full amount of the security deposit from the date the respondents moved in (December 9, 2013) the interest amount should have been \$0.77. Even calculating the interest on the security deposit from the dates the installment payments were made – as it should be – results in an interest amount of \$0.61. As such, I find the total security deposit plus interest to be \$1,625.61.

Section 18(4) permits a landlord to retain the security deposit against rental arrears. Having established there are rental arrears, the total corrected security deposit of \$1,625.61 will be applied against the rental arrears of \$4,241 and the order for payment of rental arrears will reflect the remaining balance of \$2,615.39.

*Cleaning and repairs*

The applicant's representatives testified to the condition of the rental premises when they entered on November 18, 2014. They also provided the tenant check-in/out condition rating report, photographs, and an inventory of abandoned personal property which corroborate the claims that the rental premises was left in a less-than-ordinary state of cleanliness and that there was a hole in the master bedroom wall which required repair. Invoice number 1193 dated November 20, 2014, from Best Movers substantiates the costs claimed for removing the personal property from the premises, which was required so that cleaning of the premises could be completed. Invoice number 7140 dated December 11, 2014, from Cleaning Concepts Inc. substantiates the costs claimed for cleaning the rental premises. The patching and painting of the hole in the master bedroom wall was completed by the applicant's maintenance staff and the amount of \$160 claimed for that work reflects a conservative in-house cost, as does the amount of \$8 for replacement of one lightbulb.

Section 12 of the addendum to the residential tenancy agreement – which all parties signed – requires tenants to leave the premises in a clean condition. Sections 15 and 37 of the addendum to the residential tenancy agreement specifies the tenant's responsibility for repairs of damage to the rental premises. I find the respondents have failed to comply with their obligation to leave the rental premises in an ordinary state of cleanliness. I find the respondents have failed to comply with their obligation to repair damages to the rental premises. I am satisfied the costs associated with the cleaning and repair of the rental premises as claimed by the applicant are reasonable and I find the respondents liable for those costs totalling \$1,480.50.

Section 38 of the addendum to the residential tenancy agreement – the addendum of which was also signed by all parties – stipulates an agreement to pay a 10% administration fee for any additional charges, including damages. The applicant has applied this administration fee in the amount of \$148.05 against the costs for cleaning and repairs. I am satisfied this application of

this charge is in accordance with the terms of the tenancy agreement. The GST in the amount of \$81.43 applied against the cleaning and repairs costs and the administration fee is also appropriate as a recoverable cost incurred by the applicant. I find the respondents liable for the cleaning and repairs costs (\$1,480.50) plus administration fee (\$148.05) plus GST (\$81.43) totalling \$1,709.98.

An order will issue requiring Mr. Vincent Powder and Ms. Marlena Francis to pay rental arrears in the amount of \$2,615.39, and to compensate the applicant for cleaning and repairs costs in the amount of \$1,709.98.

---

Adelle Guigon  
Deputy Rental Officer

## APPENDIX A

### Exhibits

- Exhibit 1: Applicant's 917 Bigelow Crescent lease termination correspondence to respondents dated October 21, 2014
- Exhibit 2: Email from Danielle Normandin (Northland Utilities) to Ella Newhook dated October 20, 2014
- Exhibit 3: Statements of account dated October 9, 2014; September 4, 2014; July 9, 2014; June 12, 2014
- Exhibit 4: Applicant's public housing rent calculation correspondence to respondents dated September 4, 2014
- Exhibit 5: Residential tenancy agreement dated December 9, 2013
- Exhibit 6: Applicant's additional information and documents for file #10-14405 Vincent Powder and Marlena Francis correspondence to Rental Office dated January 21, 2015
- Exhibit 7: Applicant's final move out for 917 Boston Court correspondence to respondents dated November 24, 2014
- Exhibit 8: Statement of account dated November 24, 2014
- Exhibit 9: Security deposit interest calculation form
- Exhibit 10: Applicant's tenant damages BC917 statement dated November 21, 2014
- Exhibit 11: Abandoned personal property inventory dated November 19, 2014
- Exhibit 12: Tenant check-in/out unit condition report dated November 21, 2014
- Exhibit 13: Set of three photographs
- Exhibit 14: Email from Ella Newhook dated February 19, 2015
- Exhibit 15: Cleaning Concepts Inc. invoice number 7140 dated December 11, 2014
- Exhibit 16: Best Movers invoice number 1193 dated November 20, 2014