

IN THE MATTER between **Fort Smith Housing Authority**, Applicant, and **Pamela Rabesca**, 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 **town of Fort Smith in the Northwest Territories**.

BETWEEN:

FORT SMITH HOUSING AUTHORITY

Applicant/Landlord

- and -

PAMELA RABESCA

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 \$853.18 (eight hundred fifty-three dollars eighteen cents).
2. 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 and cleaning in the amount of \$3,668.56 (three thousand six hundred sixty-eight dollars fifty-six cents).

DATED at the City of Yellowknife in the Northwest Territories this 8th day of April 2015.

Adelle Guigon
Deputy Rental Officer

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REASONS FOR DECISION

<u>Date of the Hearing:</u>	March 31, 2015
<u>Place of the Hearing:</u>	Fort Smith, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Kevin Mageean, representing the applicant
<u>Date of Decision:</u>	March 31, 2015

REASONS FOR DECISION

An application to a rental officer made by Fort Smith Housing Authority as the applicant/landlord against Pamela Rabesca as the respondent/tenant was filed by the Rental Office January 6, 2015. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as Unit #0020, 87 St. Ann's Street, in Fort Smith, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for January 26, 2015.

The applicant alleged the respondent had vacated the rental premises, leaving it in an unclean condition with several damages and accumulated rental arrears. The applicant sought an order for payment of rental arrears and compensation for repairs and cleaning costs. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for March 31, 2015, by teleconference. Mr. Kevin Mageean appeared representing the applicant. Ms. Pamela Rabesca was served a notice of attendance by registered mail deemed served March 16, 2015, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Ms. Rabesca did not appear at hearing, nor did anyone appear on her behalf. The hearing proceeded in her absence pursuant to section 80(2) of the Act.

Mr. Mageean testified to and provided evidence establishing that Ms. Rabesca had entered into a sole tenancy for subsidized public housing for the rental premises known as Unit #0020, 87 St. Ann's Street, in Fort Smith, Northwest Territories. The tenancy commenced April 1, 2012, for a fixed term to June 30, 2014. The maximum monthly rent was established at \$1,625 as of September 1, 2012. Being subsidized public housing, as long as the respondent was not in breach of any of the terms of her tenancy agreement she was eligible for a rent subsidy. The residential tenancy agreement further specified the respondent's obligations respecting damages and the requirement to maintain the ordinary cleanliness of the rental premises.

Mr. Mageean testified that he last spoke with Ms. Rabesca the week of June 16, 2014. At that time, Ms. Rabesca had not reported her household income for the month of May and as such had been charged monthly rent in the amount of \$1,354 for June. I would note this amount is less than the maximum monthly rent set out in the residential tenancy agreement; however, it benefits

the respondent and Mr. Mageean did not dispute the amount claimed. Ms. Rabesca left the community the weekend of June 20, 2014. Upon confirmation of this, the applicant repossessed the rental premises on June 25, 2014. Mr. Mageean has not seen or heard from Ms. Rabesca since. A security deposit (including interest) in the amount of \$500.82 was retained against the rental arrears. The remaining rental arrears to date are \$853.18.

An inspection of the rental premises was conducted on June 6, 2014, prior to her departure from the community. It noted several deficiencies, including significantly less than ordinary cleanliness, broken doors and windows, substantial holes and stains in the walls, broken stair rails and kickplates, and garbage throughout the property. Work orders were issued in June, September, and December to remove the garbage and initiate repairs. The work for patching, cleaning, and priming the walls, and cleaning the premises had not as yet been commenced at the time of filing the application. Mr. Mageean explained the time frame for the completion of the work was due to having only three maintenance staff to service 150 units; only so much work can be accomplished in a given period of time by three people. The applicant chose to wait until they had the bulk of the work completed prior to submitting an application to a rental officer for compensation. To my mind this was not an unreasonable or unfair choice to make. The costs of patching, cleaning, and priming the walls, and cleaning the unit were claimed based on conservative estimates totalling \$1,430. The total amount claimed for repairs and cleaning of the rental premises is \$3,668.56.

I am satisfied based on the testimony and evidence presented that Ms. Rabesca has accumulated rental arrears, that the claimed damages caused to the rental premises occurred during Ms. Rabesca's tenancy, and that the rental premises was not kept or left in a state of ordinary cleanliness. I am satisfied the amounts claimed for repair and cleaning costs are reasonable.

I find the respondent has total rental arrears in the amount of \$853.18. I find the respondent liable for the cost of repairs and cleaning in the total amount of \$3,668.56. An order will issue requiring Ms. Pamela Rabesca to pay the rental arrears and compensation for the cost of repairs and cleaning.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Lease balance statement dated December 15, 2014
- Exhibit 2: Pages 1, 6, 7, and tenant information sheets of residential tenancy agreement dated April 1, 2012
- Exhibit 3: Applicant's renewal of fixed term lease correspondence to respondent dated June 3, 2014
- Exhibit 4: Applicant's letter of complaint correspondence to respondent dated June 4, 2014
- Exhibit 5: Applicant's tenant damage estimate dated December 11, 2014
- Exhibit 6: Applicant's tenant damage data entry adjustment forms prepared: December 10, 2014; September 30, 2014; September 17, 2014; June 11, 2014
- Exhibit 7: Applicant's invoices number: 95793, 86597, 86596, 86595, 86594, 86593, 86592, 85212, 75120, 75121
- Exhibit 8: Applicant's work orders number: TD018340, TD18335, TD018900, TD018589, TD018585, TD017950, TD018587, TD014690, TD012473, TD012474
- Exhibit 9: 21 photographs
- Exhibit 10: Applicant's invoice #85212 correspondence to respondent dated September 17, 2014
- Exhibit 11: Town of Fort Smith Landfill Tipping Fees Data Form dated June 10, 2014
- Exhibit 12: Applicant's invoice #75120 & #75121 correspondence to respondent dated June 11, 2014
- Exhibit 13: Check-in inspection report dated March 23, 2011
- Exhibit 14: Check-out inspection report dated June 6, 2014
- Exhibit 15: Lease balance statement dated March 30, 2015