

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
LAURA MOSES AND DUSTIN WILLOUGHBY, 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, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **INUVIK, NT.**

BETWEEN:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

- and -

LAURA MOSES AND DUSTIN WILLOUGHBY

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of two thousand three hundred twenty two dollars and forty four cents (\$2322.44).

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

Hal Logsdon
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
LAURA MOSES AND DUSTIN WILLOUGHBY, 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 **Hal Logsdon**, Rental Officer.

BETWEEN:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

-and-

LAURA MOSES AND DUSTIN WILLOUGHBY

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	March 25, 2015
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	Kim Burns, representing the applicant Laura Moses, respondent Dustin Willoughby, respondent
<u>Date of Decision:</u>	April 9, 2015

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on September 18, 2013 when the respondents vacated the premises. The application was filed on July 30, 2014. The applicant sought leave to extend the time limitation imposed by section 68(1) of the *Residential Tenancies Act* because of the difficulty they encountered in discovering the whereabouts and serving Mr. Willoughby, who is separated from Ms Moses. In my opinion, the circumstances warrant an extension of the time limitation.

The applicant conducted a check out inspection of the premises on September 18, 2013 and prepared a statement of the security deposit which was provided in evidence. The applicant retained the security deposit (\$1583) and accrued interest (\$20.67) applying it to rent arrears (\$4190.98) and repair costs (\$7403.55) resulting in a balance owing to the applicant of \$9990.86. Ms Moses acknowledged the debt and signed a promissory note on April 22, 2014, promising to pay the \$9990.86 in monthly installments of \$25. A copy of the promissory note was provided in evidence. The applicant testified that seven payments of \$25 had been paid since the execution of the note bringing the balance due to \$9815.86. The applicant sought relief in that amount.

The applicant stated that Ms Moses entered into a tenancy agreement for the premises as the sole tenant in August 10, 2009 and an inspection of the premises was completed on that day. After Ms Moses and Mr Willoughby were married, they requested that a joint tenancy agreement be executed. A joint tenancy agreement was executed on March 27, 2013 to commence on April 1,

2013. There was no inspection done at the commencement of the new tenancy agreement. There was an inspection report completed in September 2012 which was provided in evidence.

The damages noted on the September 18, 2013 inspection report were extensive. A detailed listing of the damages and repair costs was prepared by the applicant and photographs of the damages submitted in evidence.

Ms Moses testified that she signed the joint tenancy agreement while in hospital and was hospitalised until August, 2013. She stated that she separated from Mr. Willoughby in July, 2013 leaving him in possession of the premises. Notwithstanding the promissory note, she denied creating most of the alleged damages, blaming Mr Willoughby.

Mr Willoughby denied creating any of the damages, stating that they were all done before he became the tenant. He acknowledged that he had failed to report any income information after Ms Moses left and acknowledged that rent arrears of \$2200 were owed. He did not present any evidence regarding his calculation of that sum.

Clearly, there was extensive damage to the premises after the respondents vacated but there is not sufficient evidence to determine how much, if any damage occurred during the sole tenancy of Ms Moses and how much occurred since April 1, 2013. The burden of proof lies with the applicant and given the testimony of the respondents, I can not conclude that the damages were caused during the most recent tenancy agreement except the following:

There are two invoices for damages that clearly occurred after April 1, 2013 during the term of the latest joint tenancy agreement:

Invoice #TD 000013665	September 23, 2013	Lock Change	\$204.86
Invoice #TD 000013637	August 26, 2013	Door Repair	<u>311.25</u>
Total			\$516.11

I find these costs to be reasonable and the damages attributable to the respondents as joint tenants. All other repair costs are denied.

With regard to the alleged rent arrears, the tenant ledger indicates that as at April 1, 2013 there were no arrears. The ledger indicates that rent arrears accrued from April 1 - September 18, 2013 of \$3585. The full unsubsidized rent was charged in August, 2013 and a prorated unsubsidized rent was charged in September, 2013. The applicant stated that no income information was provided for either of these months to enable the calculation of a subsidized rent. Since the termination of the tenancy agreement a total of \$175 has been paid. I find the application of the full unsubsidized rent to be reasonable and find rent arrears of \$3410 calculated as follows:

Balance at September 18/13	\$3585
Payments since	<u>(175)</u>
Total	\$3410

Taking into consideration the security deposit and accrued interest and applying it first to the repair costs I find rent arrears owing to the applicant of \$2322.44 calculated as follows:

Security deposit	(1583.00)
Interest	(20.67)
Rent arrears	3410.00
Repair costs	<u>516.11</u>
Total	\$2322.44

An order shall issue requiring the respondents to pay the applicant rent arrears of \$2322.44.

Hal Logsdon
Rental Officer