

IN THE MATTER between **Yellowknife Housing Authority**, Applicant, and **Dawn Mangelana**, 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 **city of Yellowknife in the Northwest Territories**.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

DAWN MANGELANA

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 \$180.11 (one hundred eighty dollars eleven cents).
2. Pursuant to sections 42(3)(e) and 45(4)(d) of the *Residential Tenancies Act*, the respondent must compensate the applicant for repairs and cleaning costs in the amount of \$3,010.85 (three thousand ten dollars eighty-five cents).

DATED at the City of Yellowknife in the Northwest Territories this 19th day of May 2015.

Adelle Guigon
Deputy Rental Officer

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BETWEEN:

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-and-

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REASONS FOR DECISION

<u>Date of the Hearing:</u>	April 15, 2015
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	Ella Newhook, representing the applicant
<u>Date of Decision:</u>	April 15, 2015

REASONS FOR DECISION

An application to a rental officer made by Yellowknife Housing Authority as the applicant/landlord against Dawn Mangelana as the respondent/tenant was filed by the Rental Office February 25, 2015. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as 633 Williams Avenue in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on the respondent March 5, 2015.

The applicant alleged the respondent had abandoned the rental premises, leaving it in a less than ordinary state of cleanliness and with damages, and the respondent had accumulated rental arrears. An order was sought for payment of rental arrears and compensation for repairs and cleaning. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for April 15, 2015, in Yellowknife, Northwest Territories. Ms. Ella Newhook appeared representing the applicant. Ms. Dawn Mangelana was sent a notice of attendance by registered mail deemed served April 2, 2015, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Ms. Mangelana 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.

Ms. Newhook testified to and provided evidence that Ms. Mangelana was a tenant in subsidized public housing at the rental premises known as 633 Williams Avenue in Yellowknife, Northwest Territories, commencing February 24, 2009. Ms. Mangelana called the landlord on August 27, 2014, to let them know she had moved out of the rental premises, effectively abandoning it as she had not given notice to terminate the tenancy. The landlord attended the premises that day and observed that everything from inside the premises was gone, but the premises had not been cleaned and there were still items left in the yard. The landlord waited five days for Ms. Mangelana to complete the cleaning and retrieve her remaining items. When Ms. Mangelana did not return by September 2nd the landlord reclaimed possession of the rental premises, inventoried and stored the remaining personal property, and conducted a check-out inspection of the premises. Ms. Mangelana did retrieve her property approximately a week later.

On September 5, 2014, the maintenance manager completed an assessment of damages and prepared an estimate of costs to effect repairs and cleaning of the premises. The estimate was provided to Ms. Mangelana along with a statement of account dated September 8, 2014, reflecting rental arrears owing, total security deposit credited, and the repairs and cleaning costs. Repeated unsuccessful efforts were made to have Ms. Mangelana pay her debt, culminating in the application to a rental officer. Ms. Mangelana acknowledged and accepted responsibility for the debt claimed by the applicant by signing an agreement to pay on March 5, 2015.

Tenancy agreement

The residential tenancy agreements entered into evidence establish a tenancy agreement for subsidized public housing between the parties commencing February 24, 2009. I am satisfied a valid tenancy agreement was made between the parties in accordance with the Act. The inventory of abandoned personal property and the tenant check-in/check-out condition report entered into evidence corroborate the applicant's testimony that the respondent abandoned the rental premises and the landlord regained possession on September 2, 2015.

Rental arrears and security deposit

The statement of account entered into evidence represents the landlord's accounting of monthly assessed rent and payments received against the respondent's rent account. I am satisfied the accounting is accurate and note that it reflects rents and subsidies up to and including for August 2014. I find the respondent has accumulated rental arrears in the amount of \$1,671.08.

The security deposit statement entered into evidence represents the landlord's accounting of interest of \$290.97 earned against the security deposit of \$1,200 during the tenancy. The landlord's application of the total security deposit of \$1,490.97 against the rental arrears is appropriate and results in rental arrears remaining in the amount of \$180.11.

Repairs and cleaning

The statement of tenant damages entered into evidence reflects the cleaning and repairs required to the rental premises. All items listed are corroborated by the tenant check-in/check-out condition report and photographs. Admin fees were also charged in accordance with the tenancy agreement. I am satisfied the cleaning was required as a result of the respondent's failure to maintain the rental premises in a state of ordinary cleanliness and the repairs were required due to damages for which the respondent is responsible, of which the respondent has acknowledged by signing the agreement to pay. I am further satisfied the amounts claimed are reasonable. I find the respondent liable for the cost of cleaning and repairs in the amount of \$3,010.85.

An order will issue requiring Ms. Dawn Mangelana to pay rental arrears in the amount of \$180.11 and to pay compensation for repairs and cleaning costs in the total amount of \$3,010.85.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Applicant's final move out for 633 Williams Avenue correspondence to respondent dated September 8, 2014

Exhibit 2: Statement of account dated September 8, 2014

Exhibit 3: Security deposit calculation

Exhibit 4: Applicant's statement of tenant damages dated September 5, 2014

Exhibit 5: Inventory of abandoned personal property dated September 2, 2014

Exhibit 6: Tenant check-in/out condition report dated February 24, 2009, and September 5, 2014

Exhibit 7: Set of 18 photographs

Exhibit 8: Residential tenancy agreements dated: February 24, 2010 and February 24, 2009

Exhibit 9: Agreement to pay rental arrears dated March 5, 2015