

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant,
and **Phillip Inuktalik**, 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 **hamlet of Ulukhaktok in the Northwest
Territories.**

BETWEEN:

NORTHWEST TERRITORIES HOUSING CORPORATION

Applicant/Landlord

- and -

PHILLIP INUKTALIK

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 \$2,706.98 (two thousand seven hundred six dollars ninety-eight cents).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent must compensate the applicant for expenses directly associated with repairs to the rental premises in the total amount of \$9,612.50 (nine thousand six hundred twelve dollars fifty cents).

DATED at the City of Yellowknife in the Northwest Territories this 15th day of May
2015.

Adelle Guigon
Deputy Rental Officer

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-and-

PHILLIP INUKTALIK

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	May 5, 2015
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Kelcy McDonald, representing the applicant
<u>Date of Decision:</u>	May 15, 2015

REASONS FOR DECISION

An application to a rental officer made by Northwest Territories Housing Corporation as the applicant/landlord against Phillip Inuktalik as the respondent/tenant was filed by the Rental Office January 21, 2015. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as Unit #407-02 in Ulukhaktok, Northwest Territories. The application contained a typographical error in identifying the rental premises as Unit #402-02 which was amended at hearing. This is the second application filed regarding this matter, the first being rental officer file number 20-14162 which was dismissed at hearing for both parties failing to appear as compelled by notice of attendance. An extension to the time for making an application was granted as it was later learned that although the applicant has a record of receiving the notice of hearing the documents themselves could not be located and the applicant as such was not aware of the previous hearing date and time. The current application was filed within eight days of the hearing dismissing the previous application.

Upon attempting to serve the respondent with a copy of the current filed application to a rental officer, the applicant discovered the service address information they had for the respondent was no longer valid and as such they were unable to serve the respondent within the legislated timelines. An extension to the time for serving a filed application on the respondent was granted to the applicant, giving them sufficient time to seek out the respondent's location. They were able to successfully serve a copy of the filed application on the respondent by personal service on March 28, 2015, and provided the Rental Office with the respondent's current address.

The applicant alleged the respondent had vacated the rental premises with rental arrears and damages. An order was sought for payment of rental arrears and compensation for the cost of repairs. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for May 5, 2015, by teleconference. Ms. Kelcy McDonald appeared representing the applicant. Mr. Phillip Inuktalik was sent a notice of attendance by registered mail deemed served April 20, 2015, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Mr. Inuktalik did not appear at hearing, nor did anyone appear on his behalf. The hearing proceeded in Mr. Inuktalik's absence pursuant to section 80(2) of the Act.

Tenancy agreement

Ms. McDonald testified to and provided evidence that Mr. Inuktalik had been a tenant in subsidized public housing at the rental premises known as Unit #407-02 in Ulukhaktok, Northwest Territories, commencing June 1, 2010. Mr. Inuktalik vacated the rental premises on March 31, 2014. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

Rental arrears

A lease balance statement entered into evidence, which represents the landlord's accounting of monthly assessed rent and payments received against the respondent's rent account, supports the applicant's allegation of accumulated rental arrears; as of April 23, 2014, the rental arrears had accumulated to \$3,208.06. Ms. McDonald confirmed that all rents had been assessed subsidies and that no payments have been received against the account since November 2013. I am satisfied that the landlord's lease balance statement accurately reflects the status of the respondent's rent account and I find the respondent has accumulated rental arrears in the amount of \$3,208.06.

Ms. McDonald confirmed that Mr. Inuktalik had paid a security deposit in the amount of \$500 to which the applicant had calculated interest in the amount of \$1.08. The total security deposit of \$501.08 was retained against Mr. Inuktalik's rental arrears and reported to him in accordance with section 18 of the Act. As such, the remaining rental arrears claimed by the applicant totals \$2,706.98. An order will issue requiring Mr. Inuktalik to pay rental arrears in the amount of \$2,706.98.

Damages

Ms. McDonald provided evidence substantiating the applicant's claim for the costs of repairs of damages to the rental premises. It was acknowledged at hearing that the check-out inspection report date was entered incorrectly as occurring March 10, 2013, when in fact it occurred March 10, 2014. The check-in/check-out inspection reports, photographs, and applicant's inspection report and cost estimate correlate with the extent of damages claimed as occurring during the respondent's tenancy. I am satisfied the respondent is liable for the following damages, which are of an extent beyond normal wear and tear:

- portion of exterior porch wall missing
- exterior door, jamb, and latchset broken (kicked in)
- kitchen cabinet doors unhinged
- six interior doors damaged
- holes in drywall throughout
- electrical outlets and switches damaged
- knicks, marks, and writing on walls and ceiling throughout

The costs provided for the repairs are conservative estimates provided in lieu of actual costs due to the repairs not yet being effected. Testimony provided indicated that the repairs are scheduled to occur during the current fiscal year. Included in the cost estimates is the amount of \$3,500 for patching and painting throughout the rental premises. Evidence provided indicates the premises was last painted in 2010 just prior to the respondent taking occupancy. Mr. Lee Williams, technical manager for the applicant, confirms in his email cc'd to Ms. McDonald dated May 6, 2015, that the "patching and painting" included priming the new drywall patches and applying the necessary two coats of paint to the walls, doors, casings, and baseboards. The standard life expectancy of painting in residential premises is eight years. The requirement to paint the premises at this time was necessitated by the damages caused to the walls as identified above. As such, the respondent is liable three-eighths of the cost of re-painting the rental premises. I am satisfied the costs claimed for the necessary repairs are reasonable and find the respondent liable for the following amounts:

replacement of exterior porch wall	\$100.00
replacement of damaged exterior door, jamb, and latchset	\$1,500.00
re-attachment of kitchen cabinet doors	\$100.00
replacement of six damaged interior doors	\$3,000.00
repair of damaged drywall	\$3,500.00
repair of damaged electrical outlets and switches	\$100.00
3/8 of patching and painting	\$1,312.50
TOTAL ALLOWED COST OF REPAIRS	<u>\$9,612.50</u>

An order will issue requiring Mr. Inuktalik to compensate the applicant for expenses directly related to the repair of damages in the amount of \$9,612.50.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Applicant's Homeownership Entry Level Program (HELP) correspondences to respondent dated: April 23, 2014; January 27, 2014; March 30, 2011
- Exhibit 2: Statement of money owing to NWT Housing Corporation
- Exhibit 3: Applicant's inspection report and cost estimate dated April 22, 2014
- Exhibit 4: Check-in/Check-out inspection report dated March 10, 2013
- Exhibit 5: Damage deposit payment form dated April 23, 2014
- Exhibit 6: Lease balance statement dated April 23, 2014
- Exhibit 7: Applicant's payment change correspondences to respondent dated: October 31, 2013; March 12, 2013; July 18, 2012
- Exhibit 8: HELP assessment results dated: June 1, 2011; March 30, 2011
- Exhibit 9: Hamlet of Ulukhaktok's correspondence to applicant
- Exhibit 10: Eight residential lease agreements
- Exhibit 11: Set of 23 photographs
- Exhibit 12: Tenant check-in/out condition report dated May 19, 2010
- Exhibit 13: Email conversation between Kelcy McDonald, Marjorie Hansen, and Lee Williams dated May 5-6, 2015
- Exhibit 14: One photograph of exterior of rental premises
- Exhibit 15: Final certificate of completion dated August 5, 2010
- Exhibit 16: Interim certificate of completion and inspection report dated March 16, 2010