

IN THE MATTER between **Yellowknife Housing Authority**, Applicant, and **Roger Bisson and Lisa Bisson**, 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 in the Northwest Territories**.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

ROGER BISSON and LISA BISSON

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 42(3)(e) and 45(4)(d) of the *Residential Tenancies Act*, the respondents must compensate the applicant for cleaning and repairs costs in the amount of \$5,566.02 (five thousand five hundred sixty-six dollars two cents).
2. Pursuant to section 65(1) of the *Residential Tenancies Act*, the applicant is granted permission to dispose of or sell the respondents' abandoned personal property, which has been stored in accordance with section 64(5) of the *Residential Tenancies Act*, in any manner as they see fit.

DATED at the City of Yellowknife in the Northwest Territories this 5th day of June 2015.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Yellowknife Housing Authority**, Applicant, and **Roger Bisson and Lisa Bisson**, 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-

ROGER BISSON and LISA BISSON

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	May 14, 2015
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories, by telephone
<u>Appearances at Hearing:</u>	Ella Newhook, representing the applicant Cameron O’Keefe, witness for the applicant
<u>Date of Decision:</u>	May 14, 2015

REASONS FOR DECISION

An application to a rental officer made by Yellowknife Housing Authority as the applicant/landlord against Roger Bisson and Lisa Bisson as the respondents/tenants was filed by the Rental Office March 24, 2015. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as 1466 Gitzel Street in Yellowknife, Northwest Territories. The applicant sent a copy of the filed application to the respondents by registered mail signed for April 21, 2015.

The applicant alleged the respondents had accumulated rental arrears and left the premises in an unclean state and with damages. An order was sought for payment of the 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 May 14, 2015, in Yellowknife, Northwest Territories. Ms. Ella Newhook appeared representing the applicant, with Mr. Cameron O'Keefe appearing as witness for the applicant. Mr. Roger Bisson and Ms. Lisa Bisson were sent notices of attendance by registered mail signed for April 29, 2015. They were instructed to appear by telephone and they were provided with the necessary contact information. Neither Mr. Bisson nor Ms. Bisson appeared at hearing, nor did anyone appear on their behalf. The hearing proceeded in their absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Ms. Newhook provided evidence and testimony establishing that the respondents had entered into a residential tenancy agreement for subsidized public housing commencing May 8, 2009. The respondents occupied the rental premises known as 1466 Gitzel Street in Yellowknife, Northwest Territories, continuously throughout the tenancy.

A rental officer order was issued evicting the respondents November 19, 2014, unless rental arrears of \$2,684 were paid in full. The rental arrears included subsidized rent for outstanding months, except for October 2014 for which the maximum monthly rent was assessed due to the respondents' failure to report their household income for September 2014. The respondents subsequently reported their household income for September and October 2014, resulting in their monthly rent being assessed appropriate subsidies and reducing the amount of rental arrears. No payments were received against the respondents' rent account. The statement of account submitted by the applicant reflected rental arrears in the amount of \$1,094.

The respondents vacated the rental premises of their own volition prior to the eviction date, however, they left their teenage son residing in there. The son was approached by the applicant and, after being provided with assistance to find alternate, appropriate accommodation, vacated the rental premises on November 19, 2014. An initial inspection of the premises was conducted that day and the applicant discovered the majority of common residential contents remained in the premises, none of it had been packed up, and the apartment had not been cleaned or kept clean. Full damages could not be assessed until the abandoned personal property and garbage had been removed. Ms. Newhook contacted Mr. Bisson regarding the abandoned personal property and the condition of the premises; Mr. Bisson agreed at that time to arrange for his property to be removed by December 1, 2014. Nobody attended the property to fulfill Mr. Bisson's promise. As a consequence, the applicant arranged for the property to be inventoried, packed, moved, and stored in accordance with 64 of the Act on December 1, 2014. Ms. Newhook provided into evidence the inventory of abandoned personal property and an invoice for the work performed in the amount of \$2,265. In subsequent telephone conversations, Mr. Bisson indicated to Ms. Newhook his intentions return to Yellowknife to retrieve his stored belongings, however, he has not done so. As the abandoned personal property has now been stored for greater than 60 days, Ms. Newhook requested permission to dispose of the property in accordance with section 65(1) of the Act.

On December 3, 2014, the applicant conducted a written exit inspection of the rental premises, taking photographs throughout. The premises was found to be in an appalling state of affairs. Extensive cleaning was required throughout the premises and it was discovered at this time that the crawl space was full of construction garbage (i.e. drywall, wood shelving, etcetera), miscellaneous garbage, and 14 plastic bins of personal property – the plastic bins were added to the previously stored abandoned personal property. There were holes in the walls of four rooms requiring repair. Three bifold closet doors, one bedroom door and trim, two light fixtures, and four light bulbs required replacement. The living room carpet required replacement due to extensive and multiple cigarette burns.

Ms. Newhook provided an invoice for cleaning out the crawl space in the amount of \$660. An in-house statement was provided detailing conservative costs for general cleaning in the amount of \$705 and repairs for the items above described in the amount of \$1,493. Admin fees and GST were also assessed, bringing the total amount claimed for cleaning and repairs (including removal of abandoned personal property) to \$6,026.79.

Ms. Newhook confirmed that a security deposit plus interest totalling \$1,554.77 was retained first against the rental arrears of \$1,094 and then the rest applied against the above claimed cleaning and repairs costs, reducing the amount owing for cleaning and repairs to \$5,566.02. A final move out correspondence detailing the rental arrears, security deposit, cleaning, and repairs was sent to the respondents December 16, 2014. No payments or disputes were received from the respondents.

Tenancy agreement

The residential tenancy agreements entered into evidence establish a tenancy agreement between the parties for subsidized public housing commencing May 8, 2009. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act. The applicant testified that the respondents vacated the rental premises November 19, 2014. I am satisfied this is so.

Rental arrears and security deposit

The statement of account submitted into evidence represents the landlord's accounting of monthly assessed rent and payments received against the respondents' rent account. I am satisfied the statement of account accurately represents the current status of the respondents' rent account. I find the respondents have accumulated rental arrears in the amount of \$1,094.

The applicant submitted a statement of the security deposit account reflecting calculation of the security deposit interest in accordance with the Act and *Residential Tenancies Regulations* (the Regulations). The security deposit including interest totals \$1,554.77. The applicant retained this amount against the rental arrears in accordance with the Act, leaving a security deposit credit in the amount of \$460.77.

Cleaning and Repairs

Ms. Newhook and Mr. O’Keefe testified to the condition of the rental premises after the respondents vacated, providing photographs substantiating their testimony and providing the entry and exit inspection reports supporting that the items claimed occurred during the respondents’ occupancy of the premises. In review of the items claimed and evidence presented, I am satisfied the amounts claimed for cleaning and repairs are reasonable in all circumstances, including for the packing and removal of the abandoned personal property – which goes to initial cleaning of the premises and preparing it for subsequent cleaning and repairs. I find the respondents liable for cleaning and repairs costs in the total amount of \$6,026.79, against which the security deposit credit of \$460.77 will be applied resulting in a remaining amount owing of \$5,566.02.

Stored abandoned personal property

The applicant provided evidence and testimony that the personal property abandoned by the respondents in the rental premises was inventoried, packed, moved, and stored in accordance with section 64 of Act on December 1, 2014. Section 64(5) of the Act requires abandoned personal property to be stored for no less than 60 days, after which time the landlord may request permission from the rental officer to dispose of the stored items that have not been claimed by the tenant. Pursuant to section 65(1) of the Act, I grant permission for the applicant to dispose of the stored items in a manner as they see fit.

An order will issue requiring Mr. Roger Bisson and Ms. Lisa Bisson to compensate the applicant for cleaning and repairs costs in the total amount of \$5,566.02.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Applicant's final move out correspondence to respondents dated December 16, 2014
- Exhibit 2: Statement of rent account dated November 24, 2014
- Exhibit 3: Statement of security deposit account
- Exhibit 4: Applicant's tenant damages statement dated December 15, 2014
- Exhibit 5: Inventory of abandoned personal property dated December 1, 2014
- Exhibit 6: Tenant check-in/out condition report
- Exhibit 7: Set of 23 photographs
- Exhibit 8: Residential tenancy agreements dated: March 25, 2010; February 11, 2010; September 28, 2009; May 8, 2009
- Exhibit 9: Best Movers invoices number 1220 dated December 1, 2014, and 1230 dated December 12, 2014
- Exhibit 10: Set of 6 photographs