

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Therese Mackenzie**, Respondent;

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 town of Behchoko in the Northwest Territories**.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

THERESE MACKENZIE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 42(3)(e) and 45(4)(d) of the *Residential Tenancies Act*, the respondent must compensate the applicant for cleaning and repairs costs in the total amount of \$5,295.00 (five thousand two hundred ninety-five dollars).
2. Pursuant to section 63(4)(b) of the *Residential Tenancies Act*, the respondent must compensate the applicant for use and occupation of the rental premises in the amount of \$519.53 (five hundred nineteen dollars fifty-three cents).

DATED at the City of Yellowknife in the Northwest Territories this 7th day of August 2015.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Therese Mackenzie**, 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.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

-and-

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REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 14, 2015
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Michael Keohane, representing the applicant Therese Migwi, representing the applicant Mr. Bobby McCallum, representing the applicant Therese Mackenzie, respondent
<u>Date of Decision:</u>	July 14, 2015

REASONS FOR DECISION

An application to a rental officer made by NWT Housing Corporation as the applicant/landlord against Therese Mackenzie as the respondent/tenant was filed by the Rental Office May 19, 2015. The application was made regarding subsidized public housing residential tenancy agreement for the rental premises known as Unit 204 in Behchoko, Northwest Territories. The applicant personally served a copy of the filed application on the respondent June 10, 2015.

The applicant alleged the respondent had remained in occupancy of the rental premises after the tenancy was terminated, had caused damages to the rental premises, and had left the rental premises in an unclean condition. An order was sought for compensation for use and occupation, repairs, and cleaning. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for July 14, 2015, by teleconference. Mr. Michael Keohane, Ms. Therese Migwi, and Mr. Bobby McCallum appeared representing the applicant. Ms. Therese Mackenzie appeared as respondent.

Tenancy agreement and eviction

The parties agreed and a written tenancy agreement provided into evidence established a tenancy agreement between the parties for subsidized public housing commencing in April 2004. Rental officer order numbers 10-14546 and 10-14546B terminated the tenancy on April 30, 2015, and authorized the respondent's eviction for May 1, 2015. The eviction order was enforced on May 11, 2015, at which time possession of the rental premises was returned to the landlord. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

Cleaning and repairs

An exit inspection was done of the rental premises on May 13, 2015, and photographs were taken at that time by Mr. McCallum. The report and photographs corroborate the claims for damages and cleaning, which the respondent did not dispute and accepted responsibility for. Of the claims originally made in the application to a rental officer, the costs for repair/replacement of the exterior siding was withdrawn as the landlord acknowledged the siding on this unit was of a low quality not normally used on their units. The remaining agreed upon repairs and cleaning are as follows:

Two exterior doors	\$950.00
Electrical covers throughout	\$130.00
Holes in walls throughout	\$1,300.00
Three kitchen drawer covers	\$120.00
Four interior doors	\$1,060.00
One window casing	\$150.00
Two bathroom hardware	\$60.00
Two smoke/CO detectors	\$85.00
One exterior light fixture	\$150.00
40% of painting throughout	\$1,000.00
Cleaning throughout	\$290.00
TOTAL	\$5,295.00

I am satisfied the respondent is responsible for the damages to the rental premises and the necessary cleaning. I find the respondent has failed to comply with their obligations to repair damages to the rental premises and to maintain the rental premises in a state of ordinary cleanliness.

Use and occupation

The parties agreed the tenancy agreement between them terminated April 30, 2015, in accordance with rental officer order number 10-14546 due to the respondent's failure to pay rental arrears and rent for March and April 2015. The respondent failed to vacate the rental premises on or before April 30th necessitating enforcement of the eviction order which occurred May 11, 2015. Consequentially, the respondent remained in occupation of the rental premises for 11 days after the tenancy was terminated. The respondent did not dispute their occupancy of the rental premises up to and including May 11, 2015. Section 67(1) confirms a landlord's entitlement to compensation for a former tenant's use and occupation of a rental premises after the tenancy has been terminated. I am satisfied the respondent continued to occupy the rental premises for 11 days after it was terminated in accordance with the Act and I find the respondent liable to compensate the landlord for use and occupation of the rental premises for the period from May 1st to May 11th, inclusive.

Order

An order will issue requiring Ms. Therese Mackenzie to compensate the applicant for repairs and cleaning costs in the total amount of \$5,295, and for use and occupation of the rental premises for 11 days in the total amount of \$519.53.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Applicant's correspondence to respondent dated May 15, 2015

Exhibit 2: Condition rating report dated May 13, 2015

Exhibit 3: Tenant check-in/out condition report signed April 15, 2004

Exhibit 4: Set of 28 photographs

Exhibit 5: Lease made April 15, 2004

Exhibit 6: Applicant's correspondence to respondent dated January 29, 2014.