

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and **JOEY WATTERS AND DEBBIE BERNHARDT**, 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 -

JOEY WATTERS AND DEBBIE BERNHARDT

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 fourteen thousand two hundred twenty five dollars (\$14,225.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair and cleaning costs in the amount of one thousand six hundred seventy eight dollars and thirty one cents (\$1678.31)
3. Pursuant to section 63(4)(b) of the *Residential Tenancies Act*, the respondents shall pay the applicant compensation for use and occupation of the rental premises after the

termination of the tenancy agreement in the amount of one thousand three hundred sixty two dollars and ninety cents (\$1362.90).

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of September, 2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and **JOEY WATTERS AND DEBBIE BERNHARDT**, 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:

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-and-

JOEY WATTERS AND DEBBIE BERNHARDT

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 16, 2015
<u>Place of the Hearing:</u>	Inuvik, NT via teleconference
<u>Appearances at Hearing:</u>	Kim Burns, representing the applicant Joey Watters, respondent
<u>Date of Decision:</u>	September 3, 2015

REASONS FOR DECISION

The tenancy agreement between the parties was terminated by order on February 28, 2015 when the respondents failed to comply with the conditions set by the order (file #20-14382, filed on February 10, 2015). The applicant stated that the respondents remained in possession of the premises until March 26, 2015 when they were evicted.

The applicant conducted a check-out inspection and completed a statement of the security deposit and deductions. The applicant retained the security deposit (\$1218) and accrued interest (\$37.57) applying it against repairs and cleaning (\$2974.13), rent arrears (\$14,225) and compensation for use and occupation (\$1363) leaving a balance owing of \$17,306.56. The applicant sought relief in that amount.

The applicant provided inspection reports, a list of itemised repairs and costs, a lease balance statement and photographs of the rental premises in evidence.

The premises are subsidized public housing. The lease balance statement indicates that the full unsubsidized rent has been charged in every month since January, 2014. The applicant stated that the respondents had failed to provide any income information that would permit the calculation of a subsidized rent. In fact, this breach of the tenancy agreement was what led the to the eviction of the respondents. The February 10, 2015 order required the respondents to submit to the landlord specific documents in order to calculate the rent and terminated the tenancy agreement

on February 28, 2015 unless the documents were provided. The documents were not submitted and consequently the termination and eviction orders became effective.

The respondent stated that he misunderstood the requirements of the previous order believing that the documents requested had to come from Canadian Revenue Agency (CRA). In fact, the order required tax return documents which are required by CRA, not documents obtained from CRA.

I find the application of the full unsubsidized rent to be reasonable but note that the applicant is obligated to retroactively adjust the unsubsidized rents as necessary should the respondents provide the necessary ordered information. I find rent arrears of \$14,225.

The respondent disputed the charge of \$35 for the repair of a towel bar in the bathroom, stating that it had always been loose. The check-in inspection report does not note this deficiency. The photographic evidence shows part of the towel bar still attached to the wall and the remaining parts on a shelf. There does not appear to be any wall damage. These types of towel bars are attached to an anchor plate with a small set screw. If the set screw becomes loose, which it often does over time with normal use, the towel bar will fall off the wall. This in my opinion is normal wear and tear and not the result of negligence. The relief of \$40.25 (which includes GST) for the reinstallation of the towel bar is denied.

The respondent also disputed the charges for cleaning, stating that he was advised that since the

premises were scheduled for renovation, there would be no requirement for cleaning. The applicant testified that the capital plan did not include the renovation of the premises and denied that this information would have been given to the respondent. The person who allegedly provided the information no longer works for the landlord and there was no correspondence or any notation on the check-out inspection to indicate that cleaning was not required. The photographic evidence indicates that the premises requires significant cleaning. I find the cleaning costs reasonable.

I find the remainder of the claimed repair costs to be reasonable. In total, I find reasonable repair and cleaning costs of \$2933.88 calculated as follows:

Cleaning and repair costs sought	\$2974.13
Less towel bar repair	<u>(40.25)</u>
Total	\$2933.88

The respondent also disputed the compensation for use and occupation, stating that he was told that no compensation of this sort would be sought. The applicant referred to a letter read into evidence, dated March 27/15 which indicated that no compensation for use and occupation would be sought for the period after the eviction, when the landlord permitted the respondents to re-enter the premises to remove personal possessions and to clean. She noted that the compensation for use and occupation claimed was for the period between the date of termination (February 28, 2015) and the date of eviction (March 26, 2015). I find this compensation to be reasonable and find the quantum of compensation due to the applicant to be \$1362.90.

Applying the retained security deposit and accrued interest first to the repair and cleaning costs, I find repair and cleaning costs due to the applicant of \$1678.31 calculated as follows:

Repair and cleaning costs	\$2933.88
Security deposit	(1218.00)
Interest	<u>(37.57)</u>
Total	\$1678.31

An order shall issue requiring the respondents to pay the applicant rent arrears of \$14,225, repair and cleaning costs of \$1678.31 and compensation for use and occupation of \$1362.90.

Hal Logsdon
Rental Officer