

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant,
and **Darlene Porter**, 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:

NORTHWEST TERRITORIES HOUSING CORPORATION

Applicant/Landlord

- and -

DARLENE PORTER

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 43(3)(a) and 43(3)(b) of the *Residential Tenancies Act*, the respondent must comply with her obligation not to disturb the landlord's possession or enjoyment of the rental premises and residential complex, and must not breach that obligation again.
2. Pursuant to section 42(3)(d) of the *Residential Tenancies Act*, the respondent must compensate the landlord for the costs associated with remediating mould growth in the rental premises in the total remaining amount of \$79.36 (seventy-nine dollars thirty-six cents).

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

Adelle Guigon
Deputy Rental Officer

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REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 9, 2015
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	Ella Newhook, representing the applicant Bob Bies, witness for the applicant Terrance Cassell, witness for the applicant Darlene Porter, respondent
<u>Date of Decision:</u>	September 29, 2015

REASONS FOR DECISION

An application to a rental officer made by Yellowknife Housing Authority as the applicant/landlord against Darlene Porter as the respondent/tenant was filed by the Rental Office August 5, 2015. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as 643 Williams Avenue in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on the respondent August 10, 2015.

The applicant alleged the respondent had accumulated rental arrears, failed to pay for repairs to the rental premises, and disturbed the landlord's possession and enjoyment of the rental premises. An order was sought for payment of the rental arrears, compensation for the cost of repairs, termination of the tenancy agreement, and eviction. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for September 9, 2015, in Yellowknife, Northwest Territories. Ms. Ella Newhook appeared representing the applicant. Ms. Darlene Porter appeared as respondent.

Preliminary matters

The application identified Yellowknife Housing Authority as the landlord. The written tenancy agreement identifies Northwest Territories Housing Corporation as the landlord with Yellowknife Housing Authority as their agent. Ms. Newhook agreed to amending the application and style of cause to reflect the landlord as identified in the written tenancy agreement. As such, the application and style of cause will read as Northwest Territories Housing Corporation v. Darlene Porter going forward.

Tenancy agreement

The parties agreed and evidence was presented establishing a tenancy agreement for subsidized public housing between them for the rental premises known as 643 Williams Avenue in Yellowknife, Northwest Territories. The tenancy commenced April 5, 2012. I am satisfied a valid tenancy agreement for subsidized public housing is in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

Termination of the tenancy agreement and eviction

At the time of filing the application, the respondent had accumulated rental arrears and been repeatedly late paying rent when due. The rental arrears total included charges for tenant damages to be discussed later in these reasons. Since filing, the respondent has resolved her rent account such that it only carries a balance owing of \$79.36, representing the remaining amount owing against the claimed tenant damages. As a result of resolving the account, the landlord withdrew their request for termination of the tenancy agreement and eviction.

Disturbances

The landlord's representatives and witnesses testified that the respondent had repeatedly harassed them throughout the tenancy. Ms. Newhook testified she has personally experienced the respondent's verbal abuse repeatedly, including yelling, screaming, and anger. Mr. Bob Bies testified to an incident on August 1, 2015, at which time he was on-call. Mr. Bies had never met Ms. Porter. She called the on-call line at 2:45 a.m. complaining about appliances and the electricity not working, during which she became angry and accusatory towards Mr. Bies. Ms. Newhook requested that the respondent understand how inappropriate her abusive behaviour towards the landlord's employees is and that it will not be tolerated.

The respondent acknowledged the inappropriateness of her behaviour and apologized. She recognized her own frustration with her personal circumstances and expressed her efforts to employ anger management strategies with people in her support system. She promised to make better efforts to treat the landlord's employees with more respect.

Section 43(1) of the Act specifies that a tenant shall not disturb the landlord's possession or enjoyment of the rental premises or residential complex. I am satisfied the respondent has harassed the landlord's employees and I find that she has failed to comply with her obligation not to disturb the landlord's possession of the rental premises and residential complex. An order will issue requiring the respondent to comply with her obligation and not breach it again.

Tenant damages

The respondent took occupancy of the rental premises on April 5, 2012. The rental premises did not include a dryer. The respondent had a friend install a dryer for her at that time. The respondent noted during the initial period of the tenancy that there were dark marks dripping down the walls in the rental premises. Inspections by the landlord's maintenance personnel identified the dark marks as dirt. Suspecting that the marks might be mould, the respondent asked an environmental health officer to inspect. An environmental health officer did visit the rental premises with the respondent and found no visible mould at that time; a formal report was not completed.

In the early spring of 2015, the respondent noticed dark marks on the ceiling in the master bedroom and the second bedroom. She reported them to the landlord, complaining that it appeared to be mould. The landlord's maintenance staff inspected the marks and agreed that they did appear to be mould. The maintenance staff further inspected the premises in order to determine the cause of the mould growth. They discovered that the dryer vent was not connected to the dryer; photographs were taken and provided to substantiate their finding. The maintenance workers discovered that the humidity from the dryer since it was installed had created an environment for mould to grow in. They found no evidence of structural or maintenance conditions that would have contributed to the mould growth; the landlord provided the check-in inspection report and three unit condition rating reports substantiating the good condition of the rental premises.

The landlord immediately responded to the mould growth by tasking their maintenance staff with cleaning the ceilings with Javex, applying Concrobium, and then priming and painting the affected areas; this work was completed by May 7, 2015. Associating the repairs as necessitated by the tenant's negligence, the respondent was invoiced for the cost of repairs in the amount of \$924.

Ms. Porter disputed the charges, stating that the mould growth was not her fault. She trusted the person she had install the dryer to do it properly and fully, and did not know that the dryer vent had not been connected. She alleged the streaks on the walls were there throughout the tenancy and believed the mould was there before as well.

Section 30(1)(b) of the Act specifies the landlord must ensure that the rental premises complies with all health, safety and maintenance standards required by law. The landlord in this case inspected the rental premises when the respondent complained of the streaks on the walls and determined they were streaks of dirt, which is not a breach of health, safety and maintenance standards required by law. The landlord inspected the marks on the ceiling when the respondent complained of them and agreed with the respondent that they were mould, which is a breach of health, safety and maintenance standards, and the landlord responded in a timely manner to remediate the mould growth. I am satisfied the landlord has complied with their obligations under section 30(1)(b) of the Act.

Section 42(1) of the Act specifies the tenant shall repair damage caused to the rental premises by the wilful or negligent conduct of the tenant or persons who are permitted on the premises by the tenant, ordinary wear and tear excepted.

The written tenancy agreement did not include a dryer in the rental premises. The dryer belongs to the respondent and was installed when the respondent took occupancy of the premises by a person she permitted on the premises. I am satisfied the dryer vent either was not connected properly when installed or became disconnected after installation. As a result of the dryer vent not being connected, the humidity created by the dryer was introduced to the premises interior at every use. I am satisfied that a humid environment is conducive to mould growth. The four separate inspections of the rental premises conducted by the landlord reported no damages or defects which would have contributed to the mould growth. The responsibility for proper installation of the dryer lies with the respondent. Putting her faith in the friend she had install the dryer does not absolve her of her responsibility to care for and maintain the dryer. I am satisfied the mould growth resulted due to the dryer vent not being connected. As such, the respondent is responsible for the repairs needed to remediate the mould growth.

Since filing of the application, the respondent has made payments against the repairs invoice and reduced the remaining amount owing to \$79.36. An order will issue requiring the respondent to pay the remaining amount owing for the cost of repairs to the bedroom ceilings.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Statement of account dated August 4, 2015
- Exhibit 2: Applicant's notice to respondent dated July 31, 2015
- Exhibit 3: Statement of account dated July 21, 2015
- Exhibit 4: Residential tenancy agreement dated April 5, 2012
- Exhibit 5: Applicant's invoice number 87640 dated May 13, 2015
- Exhibit 6: Levi Enterprises' invoice number 200802412 dated May 7, 2015
- Exhibit 7: Statement of account dated September 9, 2015
- Exhibit 8: Email from Ella Newhook dated September 11, 2015
- Exhibit 9: Email from Ella Newhook dated September 18, 2015, including: a tenant check-in/out unit condition report signed April 5, 2012; and three unit condition rating reports dated May 13, 2015, July 25, 2014, and May 16, 2012
- Exhibit 10: Email from Ella Newhook dated September 21, 2015, including two photographs
- Exhibit 11: Email from Peter Workman, Chief Environmental Health Officer, dated September 29, 2015