

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant,
and **Janice Waniandy**, 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 **town of Fort Smith in the Northwest
Territories.**

BETWEEN:

NORTHWEST TERRITORIES HOUSING CORPORATION

Applicant/Landlord

- and -

JANICE WANIANDY

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 \$10.00 (ten dollars).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent must pay her rent on time in the future.

3. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent must compensate the applicant for the cost of repairs in the amount of \$2,043.64 (two thousand forty-three dollars sixty-four cents).

DATED at the City of Yellowknife in the Northwest Territories this 1st day of December 2015.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant,
and **Janice Waniandy**, 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:

NORTHWEST TERRITORIES HOUSING CORPORATION

Applicant/Landlord

-and-

JANICE WANIANDY

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 3, 2015
<u>Place of the Hearing:</u>	Fort Smith, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Kevin Mageean, representing the applicant Janice Waniandy, respondent
<u>Date of Decision:</u>	November 3, 2015

REASONS FOR DECISION

An application to a rental officer made by Fort Smith Housing Authority as the applicant/landlord against Janice Waniandy as the respondent/tenant was filed by the Rental Office July 24, 2015. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as Unit #0009, 61 St. Ann's Street, in Fort Smith, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for August 10, 2015.

The applicant alleged the respondent had accumulated rental arrears and caused damages to 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 November 3, 2015, in Fort Smith, Northwest Territories. Mr. Kevin Mageean appeared representing the applicant. Ms. Janice Waniandy appeared as respondent.

Preliminary matters

The application to a rental officer identified the landlord as Fort Smith Housing Authority. The written tenancy agreement identifies the landlord as Northwest Territories Housing Corporation with Fort Smith Housing Authority as its agent. Mr. Mageean agreed at hearing the application should identify Northwest Territories Housing Corporation as the landlord. The application and style of cause going forward will reflect Northwest Territories Housing Corporation as the landlord.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing. The tenancy commenced March 6, 2013. The assigned rental premises was identified as Unit #0009, 61 St. Ann's Street, in Fort Smith, Northwest Territories. I am satisfied a valid tenancy agreement is in place between the parties for subsidized public housing in accordance with the Act.

Rental arrears

The lease balance statements entered into evidence reflect the landlord's accounting of monthly assessed rents, charges for repairs, and payments made against the respondent's account. Repairs will be addressed below. All rents have been assessed subsidies based on reported household income. Since filing of the application, the rental arrears have been resolved dramatically, having reduced to \$10. Mr. Mageean withdrew the applicant's request to terminate the tenancy agreement and evict the tenant.

The respondent did not dispute either the accuracy of the landlord's accounting of her rental arrears, that she has carried a substantial amount of rental arrears in the past representing several months' rent, or that she does still have a minimal amount of rental arrears to date. I am satisfied that the lease balance statements accurately reflect the respondent's rent account to date. I find the respondent has been repeatedly late paying the full amount of her rent when due and has accumulated rental arrears in the amount of \$10.

Repairs

The lease balance statements reflect entries of charges for repairs of damages as follows:

Lost keys	\$20.00
Tenant lock-out call-outs	\$80.00
Replacement of fire extinguishers	\$84.27
Replacement of exterior door locks	\$79.85
Repair of damaged cupboards	\$97.96
Replacement of three interior doors	\$532.58
Replacement of kitchen window	\$253.97
Replacement of exterior door back set	\$33.46
Replacement of two exterior doors	\$600.16
Replacement of exterior door jamb and storm door	\$375.59
Replacement of exterior door, deadbolt, knob, and repair of cracked jamb	\$397.62
Replacement of damaged cupboard doors	\$177.45
TOTAL CHARGED	\$2,732.91

Payments received from the respondent against the costs of repairs as reflected in the lease balance statements total \$689.27. By an agreement to pay signed by the respondent October 30, 2015, and then again at hearing, the respondent acknowledged and accepted responsibility for all the claimed damages. She did not dispute the amounts claimed for the costs of repairs as identified. I am satisfied the damages as claimed are the respondent's responsibility and that the amounts claimed by the applicant to effect repairs or compensation are reasonable. I find the respondent liable to compensate the applicant for outstanding costs of repairs in the amount of \$2,043.64.

Orders

An order will issue requiring Ms. Janice Waniandy to pay rental arrears in the amount of \$10; to pay her rent on time in the future; and to compensate the applicant for the costs of repairs in the amount of \$2,043.64.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Lease balance statements printed July 15, 2015
- Exhibit 2: Unsigned residential tenancy agreement dated July 1, 2015
- Exhibit 3: Applicant's invoices numbered: 93533; 71823; 71822; 72095; 86532; 84037
- Exhibit 4: Email from Dan Higgins to Kevin Mageean dated November 18, 2014
- Exhibit 5: Applicant's correspondences to respondent dated: November 26, 2014; May 12, 2014; May 14, 2014; September 29, 2014; September 4, 2014; April 24, 2015; March 26, 2015; March 4, 2015; January 21, 2015; October 31, 2013
- Exhibit 6: Applicant's work orders numbered: TD010085; TD009746; WO-67; TD020254; TD016773;
- Exhibit 7: 10 photographs
- Exhibit 8: Agreements to pay rental arrears signed by the respondent October 20, 2014, and September 15, 2014
- Exhibit 9: 5 sets of un-initialled pages 1, 6, and 7 of residential tenancy agreements dated March 6, 2013
- Exhibit 10: 2 signed residential tenancy agreements dated March 6, 2013
- Exhibit 11: Lease balance statements printed November 2, 2015
- Exhibit 12: Agreement to pay rental arrears signed October 30, 2015
- Exhibit 13: Tenant damage data entry adjustment form entered November 2, 2015
- Exhibit 14: Applicant's invoices numbered: 133945, 133944
- Exhibit 15: Applicant's work orders numbered: TD057897, TD058217
- Exhibit 16: Applicant's correspondences to respondent dated: October 29, 2015; July 17, 2015 (x2); July 31, 2015