

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant,
and **Angel Chinkon and Shawn Camsell**, 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,
regarding a rental premises located within the **town of Behchoko in the Northwest
Territories.**

BETWEEN:

NORTHWEST TERRITORIES HOUSING CORPORATION

Applicant/Landlord

- and -

ANGEL CHINKON and SHAWN CAMSELL

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents must pay to the applicant rental arrears in the amount of \$27,815.63 (twenty-seven thousand eight hundred fifteen dollars sixty-three cents).
2. Pursuant to sections 42(3)(e) and 45(4)(d) of the *Residential Tenancies Act*, the respondents must pay to the applicant costs for repairs and cleaning to the rental premises in the total amount of \$5,213.25 (five thousand two hundred thirteen dollars twenty-five cents).

DATED at the City of Yellowknife in the Northwest Territories this 24th day of March
2016.

Adelle Guigon
Deputy Rental Officer

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REASONS FOR DECISION

<u>Date of the Hearing:</u>	March 22, 2016
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Ella Newhook, representing the applicant Debbie Penttila, representing the applicant Lillian Erasmus, representing the applicant
<u>Date of Decision:</u>	March 22, 2016

REASONS FOR DECISION

An application to a rental officer made by Behchoko Ko Gha Kaodee on behalf of the Northwest Territories Housing Corporation as the applicant/landlord against Angel Chinkon and Shawn Camsell as the respondents/tenants was filed by the Rental Office January 20, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The applicant personally served a copy of the filed application on the respondents February 5, 2016.

The applicant alleged the respondents had accumulated rental arrears and sought an order for payment of the arrears, termination of the tenancy agreement, and eviction. The applicant amended their application after the respondents abandoned the rental premises, adding to the allegations of rental arrears that the respondents had caused damages to the rental premises and left the premises in an unclean state. The applicant withdrew their request for termination of the tenancy agreement and eviction as they are now moot, instead requesting an order for payment of the rental arrears and payment for the cost of repairs and cleaning. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for March 22, 2016, by teleconference. Ms. Ella Newhook, Ms. Debbie Penttila, and Ms. Lillian Erasmus appeared representing the applicant. Ms. Angel Chinkon and Mr. Shawn Camsell were sent notices of attendance by registered mail to their last known address in Behchoko, which were signed for March 9, 2016. Ms. Chinkon also contacted the Rental Office confirming receipt of the notice of attendance and that she had vacated the rental premises. Ms. Chinkon was advised the hearing would still be proceeding and if she failed to join the teleconference a decision could be made in her absence. Neither Ms. Chinkon nor Mr. Camsell appeared at the 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).

Tenancy agreement

The residential tenancy agreements entered into evidence by the applicant establish an agreement for subsidized public housing commencing August 24, 2010, for a premises in Behchoko, Northwest Territories. The maximum monthly rent as of July 2012 was \$1,545. The respondents were required by section 3 of the tenancy agreement to report their total household income on a monthly basis from which any subsidies they might be eligible for would be calculated. I am satisfied a valid residential tenancy agreement for subsidized public housing was in effect between the parties in accordance with the Act.

Rental arrears

The lease balance statement entered into evidence represents the landlord's accounting of monthly assessed rents and payments made against the respondents' rent account. All rents have been subsidized except for January and February 2016; the maximum monthly rent was applied for these two months due to the respondents' failure to report their household income for the months of December 2015 and January 2016. Payments made against the rent account have been inconsistent throughout the tenancy, and have rarely been of sufficient amount in a given month to cover the rent for that month. I am satisfied the respondents repeatedly failed to pay their monthly rent on time and that the respondents have accumulated rental arrears in the amount of \$28,714.01. The landlord has appropriately retained the security deposit of \$898.38 against the rental arrears. I find the respondents have remaining accumulated rental arrears in the amount of \$27,815.63.

Repairs and cleaning

The applicant's representatives testified that they were informed that the respondents had vacated the rental premises on February 26, 2016. They checked at the rental premises on February 27, 2016, and confirmed that all household items had been removed and the respondents had abandoned the rental premises. An exit inspection of the rental premises was conducted and a unit condition rating report was completed detailing the damages and cleaning requirements. Photographs of the premises were also taken which substantiate the landlord's claims for damages. Also provided was the entry inspection report which reflects the rental premises had no issues at the time the respondents moved in. The landlord's claims against the respondents were as follows:

Repair exterior door jamb	\$250.00
Repair holes in the kitchen, living room, master bedroom, bathroom, and hallway walls	\$710.00
Replace the stove	\$600.00
Replace the refrigerator	\$800.00
Replace the kitchen counter top	\$700.00
Replace the master bedroom door	\$300.00
Replace electrical covers in the master bedroom	\$30.00
Replace the master bedroom floor tiles	\$700.00
Repair the bathroom door	\$30.00
Replace the bathroom tissue holder	\$40.00
Repaint the interior of the unit (50%)	\$2,400.00
Replace some exterior soffits	\$200.00
Cleaning throughout the unit	\$605.00
Sub-total	\$7,365.00
GST	\$368.25
Total claimed	\$7,733.25

Appliances

The applicant's representatives confirmed that the stove had been used by the respondents to burn unidentifiable items of substance, leaving behind a significant amount of residue and rendering the stove unusable. Additionally, food – including meat – had been left to rot in the refrigerator resulting in a pervasive odour and rendering the refrigerator unusable. The requirement to replace both appliances stems directly from the wilful or negligent conduct of the respondents and the costs claimed for replacing both items are allowed.

Kitchen counter top

The applicant's representatives clarified the kitchen counter tops required replacement due to a significant amount of staining which could not be removed and the respondents having used the counter top directly as a cutting board, leaving multiple deep cuts throughout. The cuts alone increase the risk of unsanitary conditions existing in the product and that, in combination with the staining, justify the requirement to replace the counter top. This requirement stems directly from the wilful or negligent conduct of the respondents and the cost claimed for replacing the counter top is allowed.

Master bedroom floor tiles

The applicant's representatives testified that the flooring tiles in the master bedroom had what appeared to be rust stains in a rectangular shape in one corner, and that several tiles were damaged throughout the rest of the room. These damages necessitated the replacement of the tiles, which otherwise would have had a lengthy useful life. Under the circumstances, I am satisfied the damages to the tile flooring were due to the respondents' wilful or negligent conduct and the cost of repairs is allowed.

Interior painting

The applicant claimed 50 percent of the cost for repainting the entire rental premises. However, the rental premises had last been painted some time prior to August 2010 when the unit was renovated, shortly before the respondents moved in. The average useful life of interior painting is five years. As such, the paint in this rental unit had exhausted its useful life and was due to be repainted as a course of normal wear and tear for which the respondents are not liable. The applicant's claim for painting the rental premises is denied.

Remaining repairs

All of the remaining repairs claimed are substantiated by the applicant's representatives testimonies and photographs presented into evidence. I am satisfied the remaining claims are reasonable and as such will allow them.

The claims for repairs which are allowed are as follows:

Repair exterior door jamb	\$250.00
Repair holes in the kitchen, living room, master bedroom, bathroom, and hallway walls	\$710.00
Replace the stove	\$600.00
Replace the refrigerator	\$800.00
Replace the kitchen counter top	\$700.00
Replace the master bedroom door	\$300.00
Replace electrical covers in the master bedroom	\$30.00
Replace the master bedroom floor tiles	\$700.00
Repair the bathroom door	\$30.00
Replace the bathroom tissue holder	\$40.00
Replace some exterior soffits	\$200.00
Cleaning throughout the unit	\$605.00
Sub-total	\$4,965.00
GST	\$248.25
Total claimed	\$5,213.25

Orders

An order will issue requiring the respondents to pay rental arrears in the amount of \$27,815.63 and to pay the costs of repairs and cleaning in the amount of \$5,213.25.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Statement of account dated November 22, 2015
- Exhibit 2: Spreadsheet statement of account from August 1, 2010, to December 1, 2015
- Exhibit 3: Applicant's correspondences to respondents dated: April 9, 2013; April 14, 2015; October 3, 2013; June 17, 2013; December 12, 2012
- Exhibit 4: Residential tenancy agreements dated: September 3, 2015; November 1, 2012; June 18, 2014; November 12, 2013; November 1, 2012; August 24, 2010
- Exhibit 5: Applicant's correspondence to respondents dated March 1, 2016
- Exhibit 6: Lease balance statement printed March 14, 2016
- Exhibit 7: Tenant ledger card for damage deposit
- Exhibit 8: Tenant check-in/out condition report
- Exhibit 9: NWT Housing Corporation condition rating report
- Exhibit 10: Set of 27 photographs