

IN THE MATTER between **KYLE REID**, Applicant, and **DENNIS LAFFERTY AND KAREN DENERON**, 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, regarding the rental premises at **HAY RIVER, NT**.

BETWEEN:

**KYLE REID**

Applicant/Landlord

- and -

**DENNIS LAFFERTY AND KAREN DENERON**

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 six dollars and one cent (\$6.01).
2. Pursuant to section 42(3)(c) of the *Residential Tenancies Act* the respondents shall pay the applicant costs related to the repair of tenant damages and cleaning in the amount of seven hundred dollars (\$700.00).

3. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondents shall pay the applicant costs of water which were paid on their behalf by the applicant in the amount of two hundred forty seven dollars and twenty two cents (\$247.22).

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of August, 2003.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **KYLE REID**, Applicant, and **DENNIS LAFFERTY AND KAREN DENERON**, 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:

**KYLE REID**

Applicant/Landlord

-and-

**DENNIS LAFFERTY AND KAREN DENERON**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** August 26, 2003

**Place of the Hearing:** Hay River, via teleconference

**Appearances at Hearing:** Kyle Reid, applicant

**Date of Decision:** August 26, 2003

### **REASONS FOR DECISION**

The respondents were notified of the hearing and sent Notices of Attendance by registered mail sent on August 14, 2003. The respondents failed to appear and the hearing was held in their absence.

The applicant stated that the tenancy agreement between the parties was terminated on or about May 5, 2003 when the respondents vacated the premises. The applicant retained the security deposit of \$700 and sought an additional \$1152 for costs related to the repair of damages, cleaning costs, rent arrears, packing and storage of abandoned goods and costs of water which were paid on behalf of the respondents.

#### **Rent Arrears and Penalties**

The applicant alleged that the April rent of \$700 had not been paid. The written tenancy agreement between the parties sets out a \$25 penalty for late payment of rent. Section 41(3) of the *Residential Tenancies Act* sets out the permitted penalty for late rent. As no provision of a tenancy agreement may contradict provisions of the Act, the penalty provision of the tenancy agreement is of no effect. I find the allowable penalty to be \$17.56.

#### **Cleaning and Repairs of Damages**

The applicant alleged that the water pump had frozen due to the negligence of the respondents. He stated that the house was left to freeze causing the pump to break. A

photograph of the broken pump was submitted in evidence. The applicant claimed repair costs of \$300. The applicant also alleged that the house and yard were not left in a reasonably clean condition and claimed cleaning costs of \$400 representing 20 hours of labour. Photographic evidence was provided by the applicant. I find the cleaning and repair costs reasonable.

### **Water Costs**

The applicant alleged that the respondents failed to pay for the costs of water which he paid on their behalf in the amount of \$247.22. The applicant provided a statement of the water account in evidence and testified that he had paid it in full. The written tenancy agreement sets out the payment of utilities as an obligation of the tenant and the statement sets out costs of water during the tenancy. I find the costs reasonable.

### **Abandoned Goods**

The applicant stated that the respondents had left personal items in the premises after the tenancy was terminated. He sought payment of costs related to the removal and storage of these goods. He indicated that the respondents had claimed the items and they had been returned to them without charge. Section 64 of the *Residential Tenancies Act* permits a landlord to demand reasonable removal and storage costs from a tenant prior to releasing abandoned personal property. The Act does not contain any other remedy to recover these costs. Therefore the request for an order for these amounts is denied.

I also note that no interest was applied to the security deposit. I find the interest to be \$11.55.

Applying the security deposit first to rent and taking into account the water charges, I find the amount owing the applicant to be \$953.23 calculated as follows:

Security Deposit	\$700.00
Interest on deposit	11.55
Pump repair	(300.00)
April rent	(700.00)
Penalty - late rent	(17.56)
Cleaning costs	<u>(400.00)</u>
Balance	\$706.01
Water charges	<u>247.22</u>
Amount due applicant	\$953.23

An order shall be issued requiring the respondents to pay the applicant rent arrears, cleaning and repair costs and costs of water in the total amount of \$953.23.

---

Hal Logsdon  
Rental Officer