

IN THE MATTER between **FAYE AVIUGANA**, Applicant, and **ERIC WOOD AND CECILE WOOD**, 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:

FAYE AVIUGANA

Applicant/Landlord

- and -

ERIC WOOD AND CECILE WOOD

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 two hundred fifty one dollars and sixty seven cents (\$251.67).

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of September, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **FAYE AVIUGANA**, Applicant, and **ERIC WOOD AND CECILE WOOD**, 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:

FAYE AVIUGANA

Applicant/Landlord

-and-

ERIC WOOD AND CECILE WOOD

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 23, 2003
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	Faye Aviugana, applicant Eric Wood, respondent Cecile Wood, respondent
<u>Date of Decision:</u>	September 23, 2003

REASONS FOR DECISION

The applicant indicated that she now used the name Faye Aviugana and requested that any order be made in that style. The order shall reflect that change of name.

The applicant testified that the respondents vacated the premises on June 27, 2003 without giving notice to terminate. The applicant alleged that the rent for June was not paid in full, that the premises were not left in a reasonably clean state and that the respondents had damaged the premises. She testified that she had retained the security deposit of \$500 and sought an order for the additional costs of repairs, cleaning and rent arrears. The applicant provided a statement of costs which included costs of repair and replacement of furnishings in the amount of \$511.17, cleaning costs of \$338.50 and rent arrears of \$500. The applicant indicated that to the best of her knowledge the water bill had been paid and she withdrew her request for compensation related to unpaid utilities.

The respondents disputed the allegations pertaining to damages and missing furniture. They indicated that the window shades had failed due to normal wear and tear and that they had cut the lawn prior to vacating the premises. They also indicated that the furnishings in question had been left in the premises with instructions to dispose of them if they were not wanted. The respondents testified that the keys had not been returned but that the locking mechanism on the door was broken and required replacement. They did not dispute the allegations that the premises had not been cleaned or that the full amount of rent had not been paid for June.

There was no evidence that an inspection report had been completed setting out the condition of the premises at the commencement of the tenancy agreement. Such a document is required pursuant to section 15 of the *Residential Tenancies Act*. The burden of proof that the furniture was provided as services and facilities lies with the landlord. In my opinion the evidence is not sufficient to conclude that the furniture was provided as part of the tenancy agreement. Similarly, there was not sufficient evidence, in my opinion, to support the landlord's testimony that the window shades were damaged by the tenants' negligence or that the lawn was not cut.

The respondents acknowledged that the keys had not been returned. This, in my opinion, justifies the replacement of the locking mechanism and I find the costs reasonable.

The respondents acknowledged that they had not cleaned the premises. It is the tenant's responsibility to leave the premises in a reasonably clean condition at the termination of the tenancy. I find the costs of cleaning supplies and labour to be reasonable except for the carpet cleaning costs. In my opinion, there is not sufficient evidence to conclude that the carpet required professional cleaning in order for it to be reasonably clean. The applicant claimed that the carpet was stained but the respondents testified that the stains were present at the commencement of the tenancy. As there is no inspection report and the burden of evidence lies with the landlord, I must deny the costs related to the carpet cleaning.

I find the rent arrears to be \$476.44 calculated as follows:

Rent (June 1-27, 2003)	\$976.44
Amount paid for June	<u>(500.00)</u>
Rent arrears	\$476.44

The parties presented no evidence as to when the security deposit was paid to the landlord. I shall assume the entire deposit was paid at the commencement of the tenancy and find the accrued interest to be \$10.26.

The applicant made no claim for compensation for lost rent due to lack of notice to terminate nor did she present any evidence of such loss.

Taking into account the retained security deposit and applying the deposit first to repairs and cleaning, I find rent arrears in the amount of \$251.67 calculated as follows:

Security deposit + interest	\$510.26
Rent arrears	(476.44)
Cleaning costs	(248.50)
Door knob	<u>(36.99)</u>
Amount due applicant	\$251.67

An order shall be issued requiring the respondents to pay the applicant rent arrears in the amount of \$251.67.

Hal Logsdon
Rental Officer