

IN THE MATTER between **JOHN WESTERGREEN**, Applicant, and **TAMMY BOBYN AND CHRISTOPHER RIVETT**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

JOHN WESTERGREEN

Applicant/Landlord

- and -

TAMMY BOBYN AND CHRISTOPHER RIVETT

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 one thousand two hundred seventy five dollars and fifteen cents (\$1275.15).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondents shall pay the applicant for water costs which the applicant will pay on their behalf in the amount of one hundred forty three dollars and ninety one cents (\$143.91).

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of September, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **JOHN WESTERGREEN**, Applicant, and **TAMMY BOBYN AND CHRISTOPHER RIVETT**, 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:

JOHN WESTERGREEN

Applicant/Landlord

-and-

TAMMY BOBYN AND CHRISTOPHER RIVETT

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: September 2, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: John Westergreen, applicant
Tammy Bobyn, respondent

Date of Decision: September 4, 2003

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on August 21, 2003 when the respondents vacated the premises in response to the applicant's notice of early termination of the tenancy agreement. The applicant retained the security deposit of \$1200. No statement of the deposit had been provided to the respondents at the time of the hearing. At the hearing, the applicant itemised the following amounts for rent arrears, cleaning, repairs and utilities and sought an order requiring the respondents to pay \$2219.68.

Cleaning	\$200.00
Steam Cleaning - labour	120.00
Wash & wax floors - labour	25.00
Cleaning supplies	90.90
Carpet cleaner rental	69.87
Removing garbage	200.00
New keys	60.00
Rent arrears	2510.00
Water charges	143.91
Less S/D	<u>(1200.00)</u>
Amount sought	\$2219.68

The respondent did not dispute the rent arrears but stated that the water and electricity had been cut off by the landlord, making it impossible to clean the premises. She also stated that prior to vacating the premises, the landlord removed the locks. The applicant denied interfering with the utilities stating that the supplier cut off the electrical service due to non-payment.

The tenancy agreement between the parties required the tenants to pay for the costs of water and electricity directly to the appropriate authority. The applicant provided copies of statements of

both accounts which indicated that the accounts were established in the name of Christopher Rivett. The respondent stated that she had received a disconnect notice from the electrical supplier due to non-payment of the account. I do not find sufficient evidence to determine that the landlord interfered with the provision of either water or electricity. If utilities were disconnected, it is more likely due to the tenants' non-payment and not the landlord's interference.

Section 25 of the *Residential Tenancies Act* prohibits either party from changing locks to the premises while the tenant is in possession. It appears that the applicant removed the locks prematurely. In my opinion, the landlord breached the Act by removing the locks while the tenants were still in possession but did not interfere with the respondents' possession as they were in the process of vacating the premises voluntarily. However, the landlord can not claim that the lock replacement was made necessary by the tenants' negligence and claim damages.

I find the applicant's itemised statement of the security deposit to be in order with the following exceptions:

1. In my opinion, the charges for the waxing of the floors (\$25.00) is not reasonable. The tenant is required to leave the premises in a state of reasonable cleanliness. There is no evidence to suggest that waxing of floors is necessary to achieve this state of cleanliness. The amount is denied.
2. In my opinion the claim for \$90.90 for cleaning supplies is not reasonable. Most of the supplies appear to be rug cleaner. In my opinion, the amounts are unreasonable

and a reasonable costs are \$50.00.

3. The landlord charged \$200 for his own labour for removing garbage. In my opinion, there is not sufficient evidence to warrant these charges as well as the \$200 the landlord paid a contractor for cleaning. The costs are denied.
4. As stated previously, the charges for keys is not acceptable as the landlord removed the locks prior to vacant possession. The costs are denied.
5. The base rent of \$1425 should be prorated to August 21, 2003 as the landlord sought termination and the tenants complied. The prorated rent is \$983.84.
6. The rent charges for cable service should be prorated to August 11, 2003, the day the services were withdrawn. The prorated amount is \$16.27.
7. No interest on the security deposit was calculated. I find the interest to be \$4.83.

Taking the above into consideration and applying the security deposit first to cleaning charges, I find rent arrears in the amount of \$1275.15 and charges for water which were not paid by the respondents but will become the liability of the landlord to be \$143.91. I calculate these amounts as follows:

Cleaning (contract)	\$200.00
Steam cleaning (labour)	120.00
Cleaning supplies	50.00
Carpet cleaner rental	69.87
Rent arrears - June	770.00
Rent arrears - July	270.00
Rent arrears - Aug base rent	983.84
Rent arrears - Aug cable fee	16.27
Less deposit & interest	<u>(1204.83)</u>
Subtotal	\$1275.15
Water charges	<u>143.91</u>
Total owing to applicant	\$1419.06

An order shall be issued requiring the respondents to pay the applicant rent arrears in the amount of \$1275.15 and charges for water which will be paid on their behalf in the amount of \$143.91.

Hal Logsdon
Rental Officer