

IN THE MATTER between **CRAIG WILLIAMS AND KIELY WILLIAMS**,  
Applicants, and **MIKE SADLER AND RACHELLE TANGUAY**, 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:

**CRAIG WILLIAMS AND KIELY WILLIAMS**

Applicants/Landlords

- and -

**MIKE SADLER AND RACHELLE TANGUAY**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondents shall pay the applicants costs related to the repair of tenant damages and cleaning in the amount of two hundred five dollars and forty four cents (\$205.44).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondents shall pay the applicants for cost of utilities in the amount of seven hundred forty two dollars and sixteen cents (\$742.16).

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of May,  
2004.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **CRAIG WILLIAMS AND KIELY WILLIAMS**,  
Applicants, and **MIKE SADLER AND RACHELLE TANGUAY**, 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:

**CRAIG WILLIAMS AND KIELY WILLIAMS**

Applicants/Landlords

-and-

**MIKE SADLER AND RACHELLE TANGUAY**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** May 4, 2004

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Craig Williams, applicant  
Kiely Williams, applicant

**Date of Decision:** May 7, 2004

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance on April 25, 2004 but failed to appear at the hearing. The hearing was held in their absence.

The applicants stated that the respondents vacated the rental premises on January 31, 2004. The applicants alleged that the respondents had failed to pay the rent for January and failed to pay for utilities for December and January. The applicants also alleged that the premises were not cleaned and that one set of keys were not returned. The applicants stated that they had to paint the premises to remove the odour of smoke. The tenancy agreement between the parties prohibited smoking in the premises. The applicants also sought compensation for the February, 2004 rent and utility costs because the respondents failed to give any notice.

The applicants provided an itemised statement of costs totalling \$3865.16. Invoices for utilities and photographs of the premises were provided in evidence.

A previous order (File #10-7706, filed on January 15, 2004) was issued requiring the respondents to pay the January rent arrears of \$1200 and terminating the tenancy agreement on January 30, 2004 unless the arrears and remainder of the security deposit were paid in full. The applicants testified that no payments of rent or deposit had been made since the order was issued.

Section 62 of the *Residential Tenancies Act* sets out a landlord's right to claim compensation for lost rent on abandonment.

- 62. (1) Where a tenant abandons a rental premises, the tenancy agreement is terminated on the date the rental premises were abandoned but the tenant remains liable, subject to subsection 9(2), to compensate the landlord for loss of future rent that would have been payable under the tenancy agreement.**
- (2) Where, on the application of a landlord, a rental officer determines that a tenant has abandoned a rental premises, the rental officer may make an order requiring the tenant to pay to the landlord the compensation for which the tenant is liable by reason of subsection (1).**

Section 1(3) of the Act defines abandonment

- 1. (3) For the purpose of this Act, a tenant has abandoned the rental premises and the residential complex where the tenancy has not been terminated in accordance with this Act and**
  - (a) the landlord has reasonable grounds to believe that the tenant has left the rental premises; or**
  - (b) the tenant does not ordinarily live in the rental premises, has not expressed an intention to resume living in the rental premises, and the rent the tenant has paid is no longer sufficient to meet the tenant's obligation to pay rent.**

This tenancy agreement was terminated in accordance with the Act through an order made by a rental officer and therefore the premises can not be considered abandoned. Consequently, there can be no order issued for compensation for lost rent or utilities for February, 2004.

The previous order required the respondents to pay the applicants the January 2004 rent in the amount of \$1200. There is no requirement to issue another order for this amount. The previous order may be enforced.

I find the receipts for utilities support the applicant's request for payment of the December utilities of \$282.96 and January utilities of \$459.20. I find the cleaning costs including the costs for carpet cleaning to be reasonable. I find the cost of replacement of the locking mechanism to be reasonable as a set of keys was not returned by the respondents. In my opinion, the painting of the premises is not a reasonable cost. The written tenancy agreement between the parties does prohibit the tenants from smoking in the premises and in my opinion this is an enforceable provision when included in a written tenancy agreement. However, in my opinion, the removal of the resultant odour of smoke could have been accomplished by washing the walls. As the walls were painted only a year and a half ago, this would have been a more reasonable solution. In my opinion, compensation of \$100 is reasonable.

Taking into consideration the retained security deposit of \$300 and the previous order I find the amount owing to the applicants to be \$947.60 calculated as follows:

Security deposit	\$300.00
Interest	2.76
Cleaning	(216.00)
Painting	(100.00)
Carpet cleaning	(155.83)
Lock change	(36.37)
Rent	<u>(1200.00)</u>
	<b>\$1405.44</b>
plus December utilities	282.96
plus January utilities	459.20
less previous order	<u>(1200.00)</u>
Amount due applicants	<b>\$947.60</b>

An order shall issue requiring the respondents to pay the applicants cleaning and repair costs in the amount of \$205.44 and utility costs in the amount of \$742.16 for a total amount of \$947.60.

---

Hal Logsdon  
Rental Officer