

IN THE MATTER between **SUZANNE DESFOSES**, Applicant, and **BETTY LOUTITT AND DARRELL LAROCQUE**, 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:

**SUZANNE DESFOSES**

Applicant/Landlord

- and -

**BETTY LOUTITT AND DARRELL LAROCQUE**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(c) of the Residential Tenancies Act, the respondents shall pay the applicant costs of utilities paid on behalf of the respondents in the amount of one thousand one hundred eighty two dollars and sixty two cents (\$1182.62).
2. Pursuant to section 42(3)(3) of the Residential Tenancies Act, the respondents shall pay the applicants repair costs related to tenant damage and cleaning costs in the amount of one thousand two hundred fifty four dollars and fifty eight cents (\$1254.58).

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of October, 2004.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**SUZANNE DESFOSES**

Applicant/Landlord

-and-

**BETTY LOUTITT AND DARRELL LAROCQUE**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:**                      **October 12, 2004**

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

**Appearances at Hearing:**                      **Suzanne Desfosses, applicant**

**Date of Decision:**                      **October 20, 2004**

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance on October 3, 2004 but failed to appear at the hearing. The hearing was held in their absence.

The applicant testified that the respondents vacated the premises on or about April 30, 2004. The applicant alleged that the respondents had failed to pay the rent for April, 2004 and had failed to pay for utilities which was their obligation under the written tenancy agreement between the parties. The applicant also alleged that the respondents had failed to make repairs which were made necessary due to the negligence of the respondents and failed to leave the premises in a reasonable state of cleanliness. The applicant stated that the respondents left most of their personal possessions in the premises when they vacated the premises. Rather than removing and storing the large volume of items left on the premises, the applicant contacted the respondents, packed the items and had them delivered to their new premises.

The applicant sought relief in the amount of \$4017.20

The applicant provided copies of utility, cleaning and repair invoices in evidence as well as photographs of the premises.

In the matter of rent, a previous order was issued (File #10-7817, Filed on April 15, 2004) requiring the respondents to pay rent arrears of \$1860. This relief includes the April, 2004 rent.

The request for an order for rent arrears is therefore denied.

In the matter of utility costs, the written tenancy agreement requires the tenants to pay for electricity, water and fuel during the tenancy. The applicant stated that the respondents failed to transfer the accounts into their names and she consequently paid the outstanding electrical, fuel and water account of their behalf. The applicant sought relief in the amount of \$1182.62. I find the accounting in order.

In the matter of repair and cleaning costs, the applicant stated that the oven door was damaged and the locks had to be changed, as the respondents failed to return the keys to the premises. In my opinion, the costs claimed and documented by invoices of \$276.78 are reasonable.

The evidence provided by the applicant supports the requirement for cleaning and the costs of \$374.50 are, in my opinion, reasonable.

The *Residential Tenancy Act* permits a landlord to remove and store abandoned personal property and recover the costs by requiring the tenant to pay them when claiming the goods. In this case the applicant packed up the goods and had them delivered to the respondents and now claims the costs of packing and delivery of \$603.30. The amount is certainly less than the cost of removing the goods and storing them for 60 days and it appears that the respondents accepted the delivery. In my opinion, the costs can be considered part of the cleaning costs and are reasonable given the volume of goods left on the premises.

No security deposit was paid by the respondents.

In summary I find the respondents responsible for utility costs, repair costs and cleaning costs as follows:

Fuel (paid on behalf)	\$1014.28
Electricity (paid on behalf)	94.37
Water (paid on behalf)	73.97
Carpet & wall cleaning	374.50
Locksmith charges	79.18
Oven repair	197.60
Packing personal goods	400.00
Moving personal goods	<u>203.30</u>
<b>TOTAL</b>	<b>2437.20</b>

An order shall issue requiring the respondents to pay the applicant utility, costs, repair costs and cleaning costs in the amount of \$2437.20.

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Hal Logsdon  
Rental Officer