

IN THE MATTER between **RAINE GORDON**, Applicant, and **ELSIE GRESL**,
Respondent;

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:

RAINE GORDON

Applicant/Landlord

- and -

ELSIE GRESL

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of one thousand three hundred fifty three dollars and thirty three cents (\$1353.33).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant the cost of filling the fuel tank at the termination of the tenancy agreement in the amount of two hundred seventeen dollars and sixty cents (\$217.60).
3. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the

applicant costs of repair and cleaning in the amount of one thousand two hundred and nine dollars and eighty seven cents (\$1209.87).

4. Pursuant to section 14(6)(c) of the *Residential Tenancies Act*, the respondent shall pay compensation to the applicant for returned cheque charges in the amount of three dollars (\$3.00).

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of August, 2006.

Hal Logsdon
Rental Officer

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BETWEEN:

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-and-

ELSIE GRESL

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REASONS FOR DECISION

Date of the Hearing: August 8, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Jim Weller, representing the applicant

Date of Decision: August 8, 2006

REASONS FOR DECISION

The application was filed on May 17, 2006 seeking payment of rent arrears and termination of the tenancy agreement for non payment of rent and failure to provide the required security deposit. The matter was set for hearing on July 6, 2006. At the hearing the applicant's representative sought an adjournment because the respondent had left the premises and the applicant had not yet finalized some repair costs. The matter was adjourned sine die and later set for hearing on August 8, 2006. The respondent was served with a Notice of Attendance sent by registered mail to the rental premises which was the only known address of the respondent. The respondent failed to appear at the hearing and the hearing was held in her absence.

The tenancy agreement between the parties was terminated on June 12, 2006 when the applicant considered the premises abandoned and took possession. The applicant's representative alleged that the respondent failed to pay the full amount of rent, failed to fill the fuel tank at the end of the tenancy agreement, failed to repair damages to the premises and failed to adequately clean the premises. The applicant's representative sought an order for rent arrears, the cost to fill the fuel tank, repair and replacement costs of damaged or missing items in the premises, cleaning costs and compensation for NSF charges for the applicant's returned mortgage cheque. The total relief sought by the applicant was \$2815.80. The applicant's representative stated that there was no security deposit paid by the respondent.

The applicant's representative testified that the respondent failed to pay for the full amount of the May, 2006 rent and did not pay any rent for the days she occupied the premises in June, 2006.

The applicant's representative also testified that the respondent had failed to pay the full costs of electricity and provided an invoice in evidence. The tenancy agreement obligated the tenant to pay for electricity during the term of the agreement but the account remained in the name of the landlord. I find the respondent in breach of her obligation to pay rent and find the rent arrears, including electricity costs to be \$1353.33, calculated as follows:

May, 2006 rent arrears	\$725.00
Per diem rent (June 1-12)	580.00
Electricity	<u>48.33</u>
Total rent arrears	\$1353.33

The applicant's representative testified that the fuel tank was full at the commencement of the tenancy agreement and was not full at the termination of the tenancy. The applicant filled the tank at the termination of the tenancy agreement at a cost of \$217.60. A receipt was provided in evidence. The tenancy agreement obligated the tenant to pay for the cost of fuel during the tenancy. I find the respondent in breach of this obligation and find the fuel costs owing to the applicant to be \$217.60.

The applicant's representative provided photographs of the premises at the termination of the tenancy indicating the condition of the premises. The applicant sought repair costs for holes in the walls caused by large spikes, a new deadbolt and lock because the keys were not returned by the respondent, and cleaning costs, including carpet cleaning. A condition report, signed by the respondent, indicated that the walls were in good condition at the commencement of the tenancy agreement. The applicant's representative also testified that two shower curtains, two shower rods, an area rug, seven low energy fluorescent bulbs and two sets of window shutters were

missing from the premises. The applicant sought costs to repair and clean the premises and to replace the missing items in the amount of \$1209.87. I find the respondent in breach of her obligation to repair damages to the premises and to leave the premises reasonably clean and find the costs claimed by the applicant to be reasonable.

The applicant's representative testified that due to the non-payment of rent, the applicant's cheque for the mortgage payment was returned NSF and a \$35 charge applied. The applicant's representative also stated that the security deposit cheque provided by the respondent failed to clear the bank and a \$3 charge was applied. The \$3 charge was not itemised on the application or part of the total amount claimed by the applicant. Section 41 of the *Residential Tenancies Act* provides remedies for a landlord when a tenant fails to pay rent. The monetary remedies are limited to the payment of the outstanding rent arrears and the payment of a penalty for late rent. As the jurisdiction of a rental officer is limited to the remedies in the Act, the applicant's request for compensation for the NSF charges on her cheque must be denied. However, the NSF charges applied to the respondent's cheque for the security deposit are, in my opinion, recoverable pursuant to section 14(6)(c) of the Act.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1353.33, costs of fuel in the amount of \$217.60, repair and cleaning costs in the amount of \$1209.87 and compensation for NSF charges in the amount of \$3.

Hal Logsdon
Rental Officer