

IN THE MATTER between **STEVEN WHITE**, Applicant, and **EUGENE BOULANGER**, 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:

STEVEN WHITE

Applicant/Landlord

- and -

EUGENE BOULANGER

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 seven hundred dollars (\$700.00).
2. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for lost rent due to damages to the rental premises which prevented the respondent from re-renting the premises in a timely manner in the amount of one thousand three hundred dollars (\$1300.00).
3. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondent shall pay the

applicant costs of cleaning and the repair of damages to the rental premises in the amount of one thousand nine hundred thirty dollars and twelve cents (\$1930.12).

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of May, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **STEVEN WHITE**, Applicant, and **EUGENE BOULANGER**, 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.

BETWEEN:

STEVEN WHITE

Applicant/Landlord

-and-

EUGENE BOULANGER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 22, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Steven White, applicant
Eugene Boulanger, respondent

Date of Decision: May 24, 2007

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on March 2, 2007 when the respondent vacated the premises. The applicant stated that he rented the premises to Brenan Smith and his friend Alicia commencing on March 1, 2006. On or about October 1, 2006, the respondent moved into the premises and Alicia moved out. The applicant testified that Mr. Smith and the respondent agreed to be joint tenants. There was no written tenancy agreement. In January, 2007, the applicant discovered that Mr. Smith had moved out of the premises.

The applicant stated that when he visited the premises in early 2007, he noticed that the premises were dirty and damaged. The applicant also testified that he was having considerable difficulty getting the monthly rent from the respondent. On February 1, 2007, the applicant gave a notice to the respondent seeking vacant possession at the end of that month. The respondent vacated on March 2, 2007.

The applicant had a security deposit which was provided by Mr. Smith in March 2006. The respondent has retained that deposit. There is no evidence that a statement of the security deposit has been produced by the respondent in accordance with section 18 of the *Residential Tenancies Act*. No inspection report was completed in March, 2006 when Mr. Smith and Alicia took possession or when Mr. Smith and the respondent agreed to be joint tenants. The applicant testified that the premises were observed to be clean and in good repair up to January, 2007.

The applicant alleges that the respondent failed to pay the full amount of rent, failed to leave the premises in a clean condition and failed to repair damages to the premises. The applicant sought an order requiring the respondent to pay rent arrears, and cleaning and repair costs as well as compensation for lost rent due to the fact that he was unable to re-rent the premises until April 1, 2007 due to the extensive damages. The amounts sought by the applicant were as follows:

Rent arrears (Feb/07)	\$700.00
Compensation (March/07)	1300.00
Broken window - front door	128.63
Carpet cleaning	65.44
Carpet replacement	1325.00
Door replacement and repair	526.60
Replacement of missing/damaged rugs	143.00
Replace refrigerator	300.00
Removal of vehicle	70.00
Painting	2511.56
General cleaning	850.00
Ink removal supplies	<u>18.09</u>
Total Claim	\$7,938.32

The applicant provided photographs of the premises and receipts in evidence.

The respondent did not dispute the rent arrears but disputed a number of the alleged damages.

The respondent testified that the carpets were dirty and damaged and the window in the front door was broken before he became a tenant. The applicant acknowledged that some of the doors were broken while he was a tenant but some of them were damaged when he moved in.

The evidence suggests that there have been two tenancy agreements for these premises since March 1, 2006. The first was between the applicant/landlord and Brenan Smith (and possibly his friend Alicia as joint tenant) and commenced on March 1, 2006. The second was between the

applicant/landlord and Brenan Smith and the respondent as joint tenants and commenced on October 1, 2006. Unfortunately neither tenancy agreement was made in writing nor was there any condition report, required pursuant to section 15 of the *Residential Tenancies Act*, setting out the condition of the premises at the commencement of either tenancy agreement. The respondent is therefore jointly and severally responsible for rent that accrued after October 1, 2006 and damages which occurred after that date which were the result of his negligence or persons he permitted in the premises.

I must deny the applicant's request for compensation for the carpet replacement and broken window in the front door. On the balance of probabilities, I can not conclude that these damages were done after October 1, 2006. Similarly, I can not find the respondent responsible for all of the damage inflicted on the doors. Although somewhat arbitrary due to the lack of any inspection report, I find the respondent responsible for 50% of the door repair & replacement costs. In the matter of painting costs, there is no evidence to determine when the premises were last painted. I shall assume that 50% of the useful life of the original paint remained and require the respondent to compensate the applicant for 50% of the costs. The remaining cleaning and repair costs claimed are, in my opinion, reasonable.

The condition of the premises at the end of the tenancy agreement was terrible. The premises were dirty and the walls covered in graffiti. The applicant's argument for compensation for the March, 2007 rent is, in my opinion, quite reasonable. No prospective tenant would be interested in renting the premises in the condition the respondent left them in. In my opinion, the

compensation for the loss of the March rent is a direct result of the respondent's failure to repair damages and leave the premises in a reasonably clean condition.

Taking the security deposit and accrued interest into consideration and applying it first to repair and cleaning costs, I find rent arrears of \$700, compensation for the March rent of \$1300 and repair and cleaning costs of \$2,965.61 calculated as follows:

Broken window - front door	denied
Carpet cleaning	65.44
Carpet replacement	denied
Door replacement and repair	263.30
Replacement of missing/damaged rugs	143.00
Replace refrigerator	300.00
Removal of vehicle	70.00
Painting	1255.78
General cleaning	850.00
Ink removal supplies	18.09
less security deposit	(1000.00)
less interest	<u>(35.49)</u>
Total repairs and cleaning	\$1930.12

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$700, repair and cleaning costs in the amount of \$1930.12 and compensation for lost rent in the amount of \$1300.00.

Hal Logsdon
Rental Officer