

IN THE MATTER between **CONSTANTINA TSETSOS AND WAYNE GUY**,
Landlords, and **KIRA MARTIN**, Tenant;

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:

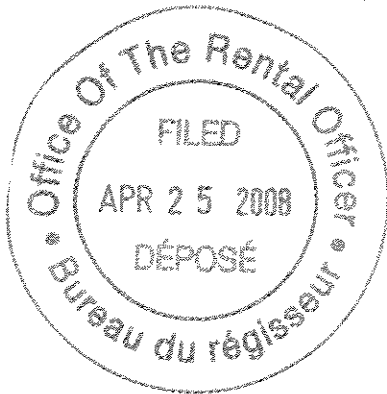
CONSTANTINA TSETSOS AND WAYNE GUY

Landlords

- and -

KIRA MARTIN

Tenant

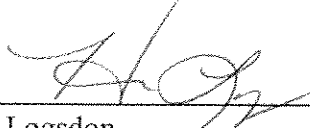


ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the tenant shall pay the landlords carpet cleaning and locksmith costs in the amount of ninety seven dollars and ninety nine cents (\$97.99).
2. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the tenant shall pay the landlords rent arrears in the amount of one thousand seventy five dollars (\$1075.00).

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of April,
2008.



Hal Logsdon
Rental Officer

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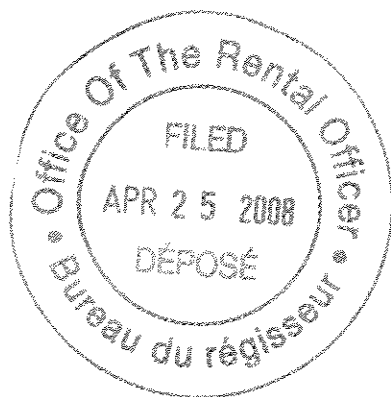
CONSTANTINA TSETSOS AND WAYNE GUY

Landlords

-and-

KIRA MARTIN

Tenant



REASONS FOR DECISION

Date of the Hearing: April 8, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Constantina Tsetsos, landlord
Kira Martin, tenant

Date of Decision: April 25, 2008

REASONS FOR DECISION

The landlords filed an application on March 14, 2008 and the tenant filed an application on March 18, 2008. As both applications refer to the same tenancy agreement and the same rental premises, with the consent of the parties, both applications were heard at a common hearing.

The tenant vacated the premises on March 31, 2008 terminating the tenancy agreement. The landlords alleged that the tenant failed to pay all of the rent owing, failed to leave the carpet in a clean condition, and failed to return the keys to the premises. The landlords sought an order requiring the tenant to pay the alleged rent arrears (\$1525 plus a \$25 late fee), carpet cleaning costs (\$199.50) and locksmith charges (\$100). The landlords retained a security deposit of \$200 although there is no indication that they completed a statement of the deposit as required by section 18(3) of the *Residential Tenancies Act*.

The \$25 late fee is not in accordance with the late fee permitted by section 41 of the Act. The landlord noted that the tenancy agreement provided for such a fee to be applied. A provision in a tenancy agreement must not be inconsistent with the Act. This penalty is inconsistent with the Act and is therefore of no effect. Consequently, the late fee of \$25 is denied.

The tenant alleged that the landlords had failed to maintain the premises and sought an order requiring the landlords to undertake certain repairs. The tenant stated that due to the mould in the bathroom, she was deprived of the full use of the premises as she was unable to bathe or shower

during the tenancy. The tenant also alleged that the landlord had failed to give the required written notice to enter the premises.

The tenant did not dispute the rent arrears but stated that the carpet had been cleaned on February 2, 2008 and was reasonably clean at the end of the tenancy, only two months later. She noted that the carpets were in very poor condition. The tenant acknowledged that she had kept a dog on the premises but only for "a couple of days". The tenant admitted that she had not returned the keys to the premises but intended to do so.

The tenant provided a Health Officer Order in evidence which noted heavy mould growth in the bathroom, an inadequate bathroom exhaust fan, missing tiles on the tub/shower surround and water damaged building materials behind the shower/tub surround. The order was dated March 14, 2008 and required Wayne Guy to remove the mould, repair the ventilation system and remove and replace all damaged materials in the shower/tub surround. The order also states that failure to undertake the ordered repairs could result in the building being placarded as unfit for human habitation. The tenant also provided photographs of the premises in evidence.

In my opinion, issuing another order requiring repairs is unnecessary as the Health Officer's order will suffice to ensure the repairs are completed. Further, because the tenant is no longer in possession, my order would not be useful to her. *The Residential Tenancies Act* is intended to be remedial, not punitive. Similarly, any order that I might consider regarding the landlords' entry would not benefit the tenant at this time. For these reasons, I have not considered any order for

repairs or considered the allegations regarding entry.

In my opinion, the full enjoyment of the rental premises was adversely affected by the landlords' failure to repair. The Health Officer's order supports the tenant's testimony that she was unable to shower or bath at the premises during the tenancy. The tenant was deprived of the full use of the facilities which were included in the tenancy agreement and is entitled to some compensation. In my opinion, the rent for the premises should be reduced by 15% for the two months the tenant was in possession. As the rent was \$1500/month, that compensation would be \$450. Deducting the compensation from the rent arrears which I find to be \$1525, results in rent owing the landlords of \$1075.

In the matter of the carpet cleaning, I would not normally consider that another cleaning after only two months of occupation would be necessary. However, when there are pets on the premises, I think it is reasonable to have the carpets cleaned at the end of a tenancy. I find the landlords' costs reasonable.


In the matter of the locksmith charges, when keys are not returned, it is reasonable to have the locks changed. The keys had not been returned at the time of the hearing, yet the tenant had been out of the premises for over a week. In my opinion, the charges are reasonable.

Applying the security deposit to the carpet cleaning and locksmith costs, I find costs due to the landlords to be \$97.99, calculated as follows:

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Security deposit	\$200.00
Interest	1.51
Carpet cleaning	(199.50)
Locksmith	<u>(100.00)</u>
Due landlords	\$97.99

An order shall issue requiring the tenant to pay the landlords rent arrears in the amount of \$1075 and cleaning and locksmith costs in the amount of \$97.99.



Hal Logsdon
Rental Officer