

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **AVERY BUCKWELL AND JESSICA DUCHARME**, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **INUVIK, NT**.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

AVERY BUCKWELL AND JESSICA DUCHARME

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of one thousand one hundred seventy five dollars and fifty cents (\$1175.50).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair and cleaning costs in the amount of one thousand eight hundred eighty seven dollars and forty six cents (\$1887.46).

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of December, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **AVERY BUCKWELL AND JESSICA DUCHARME**, 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:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

-and-

AVERY BUCKWELL AND JESSICA DUCHARME

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: November 20, 2012

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Bright Lubansa, representing the applicant
Jessica Ducharme, respondent

Date of Decision: December 5, 2012

REASONS FOR DECISION

The applicant stated that the tenancy agreement was terminated on March 7, 2012 when the respondents abandoned the premises. The applicant retained the security deposit (\$1175) applying it against rent arrears (\$1225.50), carpet replacement (\$950), cleaning (\$750) repairs of damage caused by dog (\$1250) and the replacement of a couch (\$350) resulting in a balance owing to the applicant of \$3350.50. The applicant sought an order requiring the respondents to pay that amount.

The applicant provided the tenancy agreement, a statement of account, inspection reports and photographs in evidence.

The respondent stated that she moved out about a week before the end of February and Mr. Buckwell left somewhat earlier than that. The respondent stated that they did not notify the landlord that they were leaving. She acknowledged that the premises were damaged by the dog that was kept on the premises but stated that it was Mr. Buckwell's dog, not hers. The respondent also acknowledged that the premises were left in a very dirty state. The respondent did not dispute the rent arrears, stating that Mr. Buckwell took care of all the finances.

The tenancy agreement between the parties was made for a term ending on February 29, 2012. The monthly rent is due in advance. The tenants were in possession on February 1, 2012. There is no rent charged for March, 2012 or compensation for lost rent claimed by the applicant.

Therefore the date the respondents moved out in February is not relevant. Regardless of who owned the dog or who took care of the finances, this is a joint tenancy agreement and the parties are jointly and severally liable for any damage the dog created and for payment of rent.

The photographs and inspection reports indicate significant damage to the carpet, flooring, doors and trim. The applicant stated that it appeared the dog was kept in the apartment while the respondents were away and was permitted to defecate and urinate throughout the premises. The door trim and doors are severely damaged by claw marks. It does not appear that the respondents made any effort at all to clean the premises, leaving dog faeces, dirty dishes and garbage throughout the apartment.

The applicant has included in the rental arrears a charge of \$50 for a returned cheque. This amount is much higher than one would expect and without evidence showing that the landlord was actually charged that amount by their bank, I consider it a penalty which is prohibited pursuant to section 13 of the *Residential Tenancies Act*. In other respects I find the statement in order and find rent arrears of \$1175.50 calculated as follows:

Rent arrears as per statement	\$1225.50
Less NSF charge	<u>(50.00)</u>
Rent arrears	\$1175.50

The applicant has charged the full replacement cost of the carpet but stated at the hearing that the carpet was no more than 2.5 years old. While I accept that the carpet was ruined by the respondents, the landlord has enjoyed 25% of it's useful life which I consider to be 10 years.

Therefore I find the depreciated value of the carpet to be 75% of the claimed amount or \$712.50.

The applicant has not included the interest on the security deposit on the statement. I find that amount to be \$0.04.

In my opinion, the statement provided by the applicant outlining the repair costs falls somewhat short of the requirements outlined by the *Residential Tenancies Act*. Section 18 requires an *itemized* accounting of the repairs. *Itemized* means repair by repair. The applicant's statement groups several repairs together. However, I am satisfied from the evidence that the repairs were all necessary as a result of the tenants' negligence and, except for the carpet replacement, the costs are reasonable.

Applying the security deposit and accrued interest to the repair and cleaning costs, I find net repair and cleaning costs owed to the applicant of \$1887.46 calculated as follows:

Security deposit	(\$1175.00)
Interest	(0.04)
Carpet @ 75% replacement	712.50
Cleaning	750.00
Damage caused by dog	1250.00
Couch replacement	<u>350.00</u>
Total	\$1887.46

An order shall issue requiring the respondents to pay the applicant repair and cleaning costs of \$1887.46 and rent arrears of \$1175.50.

Hal Logsdon
Rental Officer