

IN THE MATTER between **Heather Coakwell and Jason Coakwell**, Applicants, and
Gwen Ruttle and Logan Wellin, 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, **Adelle Guigon**, Deputy Rental Officer,
regarding a rental premises within **the Town of Hay River in the Northwest
Territories**.

BETWEEN:

HEATHER COAKWELL and JASON COAKWELL

Applicants/Landlords

- and -

GWEN RUTTLE and LOGAN WELLIN

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the Respondents shall pay to the Applicants rental arrears in the amount of \$2,247.53 (two thousand two hundred forty-seven dollars fifty-three cents).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the Respondents shall pay to the Applicants expenses directly associated with the repair of damages caused to the rental premises known as 45-61 Woodland Drive in Hay River, Northwest Territories, in the amount of \$12,819.60 (twelve thousand eight hundred nineteen dollars sixty cents).

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of
September 2013.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Heather Coakwell and Jason Coakwell**, Applicants, and
Gwen Ruttle and Logan Wellin, 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 **Adelle Guigon**, Deputy Rental Officer.

BETWEEN:

HEATHER COAKWELL and JASON COAKWELL

Applicants/Landlords

-and-

GWEN RUTTLE and LOGAN WELLIN

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	August 16, 2013
<u>Place of the Hearing:</u>	Hay River, Northwest Territories, via Teleconference
<u>Appearances at Hearing:</u>	Jason Coakwell, Applicant
<u>Date of Decision:</u>	September 13, 2013

REASONS FOR DECISION

Application

This Application to a Rental Officer made by Heather Coakwell and Jason Coakwell as the Applicants/Landlords against Gwen Ruttle and Logan Wellin as the Respondents/Tenants regarding the rental premises known as 45-61 Woodland Drive in Hay River, Northwest Territories, was received and filed by the Rental Office on July 15, 2013. The Applicants personally served a copy of the application package on the Respondents on July 30, 2013.

The Applicants sought payment of rental arrears and compensation for tenant damages. Evidence submitted is identified in the attached Appendix A as Exhibits.

Hearing

A hearing was scheduled for August 16, 2013, for which both parties were served by registered mail sent July 31, 2013. Jason Coakwell appeared at hearing representing the Applicants. Service of the notice of hearing on the Respondents was deemed to be made August 7, 2013, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). The Respondents failed to appear at hearing and the hearing proceeded in their absence pursuant to section 80(2) of the Act.

After submissions were made by the Applicants, the hearing was adjourned *sine die* pending receipt of supporting documentary and digital evidence.

Submissions

At hearing Mr. Coakwell reiterated the Applicant's request for payment of rental arrears and compensation for tenant damages. He stated in his testimony that the Respondents had failed to pay the rent for February and March.

Further, without the landlords' knowledge, the Respondents had left a relative to reside in the premises during the tenants' absence. It was unclear to the Applicants when the Respondents actually left the premises to their relative. The relative had become a person of interest in a RCMP drug-related investigation for which the RCMP were able to obtain a search warrant for the rental premises. This search warrant was executed February 7, 2013, during which entry was forced. The Applicants were notified of the RCMP entry into the premises at that time and attempted to contact the Respondents immediately via Facebook.

Mr. Coakwell attended the premises the next day to check on the house and discovered the water pipes had frozen over night, causing the interior of the home to become flooded. That same afternoon the Respondent Gwen Ruttle replied by Facebook informing the Applicants that she was out of town and would check in with her brother, whom she had left responsible for the premises. This was the first indication the Applicants had that someone other than the Respondents were living in the rental premises.

Further inspection by Mr. Coakwell of the rental premises revealed:

- extensive damage to the front and back exterior doors and door frames, which negated the possibility of securing the premises and required the doors to be screwed shut;
- dog feces in the bathroom, which was washed by the flooding into the vents causing their odour to permeate the premises;
- extensive damage to the drywall throughout the premises;
- water damage to the flooring;
- broken kitchen taps and fridge water dispenser, as a result of the freeze-up.

The Applicants regained possession of the rental premise from the Respondents on March 31, 2013, and were unable to re-rent the premises until the renovations could be completed to bring it to a rentable state. When entering the premises they discovered substantial amounts of abandoned personal property throughout the house, bags of garbage that had been left behind, and that no cleaning of the premises had taken place. The Applicants are claiming costs for the cleaning, garbage disposal, and required repairs to the premises, but are not requesting compensation for replacement of the flooring.

In early March the Applicants learned that the fuel tank had not been filled when the furnace went out. They were required to arrange for and pay for fuel delivery to keep the house from freezing again. Later in March they were notified by the Town of Hay River that the water bill had not been paid and would be applied against the Applicants' tax account. Both of these accounts were cleared by the Applicants. The Applicants are claiming recovery of these costs for services and facilities (utilities) that the Respondents' were responsible for.

Determination

Tenancy Agreement

The tenancy agreement submitted as evidence by the Applicants reflects a month-to-month tenancy for the rental premises known as 45-61 Woodland Drive in Hay River, Northwest Territories, with a commencement date of September 1, 2012, for rent of \$1,100 per month due the first of the month – not including water, electricity, and heat – and a security deposit of \$1,100. This tenancy agreement clearly identifies the Applicants and Respondents as landlords and tenants respectively. I accept that a valid tenancy agreement was in place. I further accept that the tenancy agreement was terminated effective March 31, 2013, when the Applicants regained possession of the premises.

Rental Arrears

Evidence submitted in support of the claimed rental arrears consisted of the Applicants' accounting of rent, damages, and utilities. The accounting lists the costs and payments for security deposit, rent, utilities, and repairs. As there has been no dispute filed by the Respondents regarding this accounting, I accept that it accurately reflects payments made by the Respondents to date.

A calculation of the monthly rental arrears as reflected in the accounting is as follows:

Date	Rent	Payments	Balance
September 2012	\$1,100	\$1,100	0
October 2012	\$1,100	\$1,100	0
November 2012	\$1,100		\$1,100
December 2012	\$1,100	\$2,200	0
January 2013	\$1,100	\$1,200	(\$200)
February 2013	\$1,100		\$900
March 2013	\$1,100		\$2,000
RENTAL ARREARS			\$2,000

Utilities

Submitted into evidence were invoices for utilities reflecting usage fees for the rental premises during the term of the tenancy agreement which were paid by the Applicants. As per the tenancy agreement, the utilities were the responsibility of the tenants. However, they failed to pay those invoices which put the security of the rental premises at risk of substantial damage. The Applicants paid the outstanding invoices when they became aware of them to protect their property. I accept that the following invoices represent utilities usage fees for the rental premises during the term of the tenancy:

Description	Amount
Midnight Petroleum - February 28, 2013	\$1,050.34
Town of Hay River - a/o May 22, 2013	\$297.48
UTILITIES ARREARS	\$1,347.82

Security Deposit

Also evidenced in the Applicants' accounting is payment by the Respondents of the total security deposit of \$1,100 paid in two installments; \$500 was received September 1, 2012, and \$600 was received October 1, 2012. Having accepted that the tenancy agreement ended March 31, 2013, I find the security deposit plus interest refundable to the Respondents is \$1,100.29.

Rent is defined in the Act as including costs for services and facilities, which is further defined as including utilities. I find the Respondents are in rental arrears as follows:

Rental Arrears	\$2,000.00
Utilities Arrears	\$1,347.82
Less Security Deposit	(\$1,100.29)
TOTAL RENTAL ARREARS	\$2,247.53

Tenant Damages

I accept the photographs submitted into evidence as depicting the condition of the rental premises and reflecting the significant damage, abandoned personal property, and garbage left behind as testified to by the Applicants. In consideration of the extent of repairs that were required, and acknowledging that the Applicants are only seeking payment for a portion of the repairs, I find the costs reflected on the repairs invoices submitted into evidence to be reasonable; they are as follows:

Arcan Construction Invoice #Prelim 001	\$4,580.63
Arcan Construction Invoice #J001004	\$6,878.55
Webster Plumbing and Heating Invoice #1252	\$379.32
Webster Plumbing and Heating Invoice #1365	\$238.02
Webster Plumbing and Heating Invoice #1380	\$198.96
Ariza Cleaning Invoice #35	\$345.00
Home Hardware Receipts	\$117.99
Jamesons Tru Hardware Receipt	\$31.34
Fields Stores Receipt	\$49.79
TOTAL REPAIRS COSTS	\$12,819.60

Order

An order will issue requiring the Respondents to pay to the Applicants rental arrears in the amount of \$2,247.53 and compensation for repairs to tenant damages in the amount of \$12,819.60, for a total amount payable to the Applicants of \$15,067.13.

Adelle Guigon
Deputy Rental Officer

APPENDIX 'A'

Exhibits

The following evidence was included in the application package:

- Exhibit 1: Applicants' accounting of rent, damages, and utilities
- Exhibit 2: Residential Tenancy Agreement starting September 1, 2012
- Exhibit 3: Arcan Construction Invoice #Prelim 001 dated May 29, 2013, for repairs to rental premise in the amount of \$4,580.63
- Exhibit 4: Arcan Construction Invoice #J001004 dated May 27, 2013, for interior repairs to rental premises in the amount of \$6,878.55
- Exhibit 5: Midnight Petroleum Invoice #22288 dated February 28, 2013, for furnace fuel in the amount of \$1,050.34
- Exhibit 6: Webster Plumbing and Heating Invoice #1252 dated February 26, 2013, for repair of water breaks in the amount of \$379.32
- Exhibit 7: Webster Plumbing and Heating Invoice #1365 dated April 11, 2013, for removal and reinstallation of kitchen taps in the amount of \$238.02
- Exhibit 8: Webster Plumbing and Heating Invoice #1380 dated April 19, 2013, for repair of leaking fridge in the amount of \$198.96
- Exhibit 9: Ariza's Cleaning Invoice #35 dated June 5, 2013, for cleaning in the amount of \$345.00
- Exhibit 10: Town of Hay River Notice of Utility Arrears dated March 15, 2013, in the amount of \$162.03
- Exhibit 11: Town of Hay River Transaction List dated May 22, 2013, for utilities arrears and penalties in the amount of \$297.48
- Exhibit 12: Set of four receipts for cleaning supplies in the total amount of \$199.12

The following evidence was received on August 27, 2013, by e-mail from the Applicants:

Exhibit 13: 23 digital photographs of damages, abandoned personal property, and garbage left in premises

The following additional evidence was received on August 29, 2013, by courier from the Applicants:

Exhibit 14: Timeline of Events

Exhibit 15: A four-page printout of Facebook messages between Heather Coakwell and Gwen Ruttle taking place between February 8, 2013, and May 28, 2013

Exhibit 16: A six-page package of documents relating to the reporting of and authorization to dispose of the abandoned personal property in accordance with the Act

Exhibit 17: Page six of the tenancy agreement (not previously included in application package)