

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **TRENA BLANCHARD AND GERALD BLANCHARD**, Respondents;

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

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

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

TRENA BLANCHARD AND GERALD BLANCHARD

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of March, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **TRENA BLANCHARD AND GERALD BLANCHARD**, 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-

TRENA BLANCHARD AND GERALD BLANCHARD

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: February 19, 2014

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant
Trena Blanchard, respondent

Date of Decision: March 11, 2014

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent. Although not set out in the application, the applicant also sought compensation for cleaning costs of a hotel room which was provided to the respondents while repairs to their premises were being undertaken by the landlord. The applicant also sought the termination of the tenancy agreement and an eviction order.

The applicant provided a statement of account which indicated a balance owing of \$8391.95. The balance includes charges for fuel of \$7210, penalties for late rent of \$389, three \$50 charges for NSF cheques, and charges for cleaning of the hotel room of \$654.15.

The respondent disputed the allegations and the matter was adjourned. The parties were instructed to provide additional evidence regarding the rent payments made and the charges for fuel. The applicant provided detail on the fuel consumption and charges for the unit and the respondent provided evidence of rent payments made.

The tenancy agreement between the parties commenced on December 1, 2011 and was made for a term of one year. The rent for the premises was set out as \$1885 and the tenants were obligated to pay for fuel, water, electricity telephone and cable. The ledger indicates that an additional charge of \$515 was added to the rent on December 2, 2011 but there was no evidence of a notice of rent increase nor would one have been effective since the tenants had only been in possession

for one day. There was no evidence that any notices of rent increase have been subsequently served on the respondents until January 2014 when a rent increase to \$1985 was applied.

The charges of \$515 continued to be applied by the applicant until February 2013 when the charges ceased. The applicant offered no explanation as to why the charges ceased.

In my opinion the charge of \$515 for fuel commencing in December 2011 is a rent increase which does not comply with the requirements of section 47 regarding rent increases. I find no subsequent notices of rent increases which would provide for a rent increase in accordance with the Act. I find the charges for fuel totalling \$7210 to be rent increases which are not in compliance with the tenancy agreement or the *Residential Tenancies Act*.

The penalties which have been applied relate in part to the balances created by the application of the rent increase for fuel. The total penalties applied total \$389. I find only \$67 to be justified after the fuel rent increases are reversed.

The respondents provided copies of bank drafts payable to the applicant. All but one, a cheque # 47861614 for \$1200 have been accounted for on the applicant's ledger. The applicant stated that they had no record of the cheque and the respondent did not produce a receipt indicating that the cheque had been provided to the applicant.

Included on the applicant's ledger are three \$50 charges for NSF cheques. There was no evidence

that the applicant was charged this amount for the returned cheques and the charge is in excess of what is normally charged for returned cheques. Without evidence as to the actual cost incurred by the landlord, I consider the charges penalties. Relief for these charges is denied.

A previous application made by the respondents resulted in an order for relief for \$160. The applicant's statement indicates that a credit for this amount was provided, then reversed. The applicant acknowledged that the amount was still owing to the respondents.

The applicant provided hotel accommodation for the respondents between May 3, 2013 and May 13, 2013 while the applicant made repairs to the rental premises. The applicant stated that they paid for the accommodation but had to clean the carpet and upholstery and were charged an additional amount by the hotel for extra cleaning and carpet cleaning. The charge of \$654.15 was passed on to the respondents and included on the statement of rent. The parties agreed that the respondents were permitted to have pets in the rental premises and the extra charges at the hotel related to cleaning due to the pet. The *Residential Tenancies Act* applies to rental premises and tenancy agreements. The hotel room is clearly not the residential premises and the tenancy agreement does not relate to the hotel room. Therefore I find that I have no jurisdiction as rental officer to determine this request for relief.

Taking into consideration all of the issues outlined above I find that there is no rent owing to the landlord. I find that a credit of \$104.20 exists at the date of the hearing. I calculate that amount as follows:

Balance as per ledger	\$8391.95
Less fuel charges	(7210.00)
Less penalties	(322.00)
Less NSF charges	(150.00)
Less Rental Officer credit ordered	(160.00)
Less Hotel charge	<u>(654.15)</u>
Total	(104.20)

Therefore the application is dismissed.

Hal Logsdon
Rental Officer