

IN THE MATTER between **Melanie Pond and Matthew Pond**, Applicants, and
Cynthia Beauchamp and Kendall Beauchamp, 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,
regarding a rental premises located within the **city of Yellowknife in the Northwest
Territories.**

BETWEEN:

MELANIE POND and MATTHEW POND

Applicants/Landlords

- and -

CYNTHIA BEAUCHAMP and KENDALL BEAUCHAMP

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 45(4)(d) of the *Residential Tenancies Act*, the respondents must pay to the applicants rental arrears and utilities in the total amount of \$4,817.85 (four thousand eight hundred seventeen dollars eighty-five cents).
2. Pursuant to sections 42(3)(e) and 45(4)(d) of the *Residential Tenancies Act*, the respondents must compensate the applicants for repairs and cleaning costs in the total amount of \$6,632.43 (six thousand six hundred thirty-two dollars forty-three cents).

DATED at the City of Yellowknife in the Northwest Territories this 30th day of June
2015.

Adelle Guigon
Deputy Rental Officer

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Applicants/Landlords

-and-

CYNTHIA BEAUCHAMP and KENDALL BEAUCHAMP

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	April 28, 2015
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Melanie Pond, applicant Matthew Pond, applicant
<u>Date of Decision:</u>	June 30, 2015

REASONS FOR DECISION

An application to a rental officer made by Melanie Pond and Matthew Pond as the applicants/landlords against Cynthia Beauchamp and Kendall Beauchamp as the respondents/tenants was filed by the Rental Office February 27, 2015. The application was made regarding a residential tenancy agreement for the rental premises known as 4802 School Draw Avenue in Yellowknife, Northwest Territories. The applicant served the filed application on the respondents by email deemed received March 15, 2015, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicants alleged the respondents had abandoned the rental premises, had accumulated rental arrears and lost future rent, had caused significant damages to the rental premises, and left the rental premises in an unclean state. Evidence submitted is listed in Appendix A attached to this order.

A hearing was initially scheduled for April 15, 2015. A rescheduling of the hearing was requested by the respondents as they were no longer living in Yellowknife and would prefer the hearing be held by teleconference. The applicants were contacted regarding this request; it was learned at that time that the applicants were intending a similar request, but due to a scheduled medical procedure requested the new hearing date be set for after April 15th. The new teleconference hearing date was set to April 28, 2015, and both parties were notified by email deemed received April 6, 2015, pursuant to section 4(4) of the Regulations.

On April 28, 2015, Ms. Melanie Pond and Mr. Matthew Pond appeared as applicants. Neither Ms. Cynthia Beauchamp nor Mr. Kendall Beauchamp appeared at hearing, nor did anyone appear on their behalf. Being satisfied they received notification of the hearing in accordance with the Regulations, the hearing proceeded in their absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

The applicants testified that a residential tenancy agreement was entered into with the respondents for a fixed term from October 1, 2014, to September 30, 2016. The respondents took occupancy of the rental premises known as 4802 School Draw Avenue in Yellowknife, Northwest Territories, on October 1, 2014. The monthly rent was agreed to at \$1,700 and a security deposit of the same amount was paid at commencement of the tenancy. The respondents were additionally responsible for the utilities, including water, electricity, and heat.

In January 2015 the applicants became concerned when the rent was not paid on time as it had been in the past. Unsuccessful attempts were made to contact the respondents. No indications were made by the respondents of their intentions with respect to the rental premises. Ms. Pond testified that she did communicate with Ms. Beauchamp on Facebook during the second week of January, in which Ms. Beauchamp indicated the respondents were splitting up, but no further indication of their intentions was forthcoming. The applicants received notification from Northland Utilities (the local electricity provider) that the electricity bills for the rental premises had not been paid since the respondents moved in and that a load limiter would be installed. The applicants also learned that the respondents had not paid their water bills since November 2014.

On January 20, 2015, the applicants received information from a neighbour that there had been no recent activity at the rental premises. The applicants attended the rental premises; they observed no evidence of activity and no one answered the door. They entered the premises and discovered it abandoned. The fuel tank was empty and the water lines had frozen throughout the premises, including the sinks, dishwasher, and washing machine. Garbage was left through the premises and the premises had otherwise not been cleaned; the refrigerator and freezer were still full. The applicants observed large holes in the walls in the living room, master bedroom, and the smaller bedrooms. There was additional evidence of the approved dogs in the rental premises.

The applicants contacted Mr. Beauchamp after re-possessing the rental premises; Mr. Beauchamp denied to them that there were any problems with the premises when he visited it the previous day. The applicants testified that this was a lie because the extent of the freeze-up would have taken at least a couple of days in the weather conditions at the time.

The applicants immediately proceeded to initiate repairs. They arranged for the fuel tank to be filled so that the furnace could be restarted, thawing out the premises. Invoices from Matonabee Petroleum for the fuel delivery were provided into evidence totalling \$1,418.07. Steele's Mechanical was hired to repair and replace the water lines, hot water tank, kitchen sink drain and taps, and to bleed oil to the furnace to restart it. The total cost of these repairs were invoiced in the amount of \$4,688.88. Wilf's Restoration Ltd. was hired to clean the entire premises and repair the holes in the walls. The total cost invoiced by Wilf's Restoration Ltd. was \$1,943.55.

The applicants testified that the rent of \$1,700 had not been paid for January and the security deposit was retained against those rental arrears. The respondents were notified by email sent February 23, 2015, of the rental arrears and claimed damages, and the retention of the security deposit. The applicants additionally claimed costs for the unpaid water bills but were unable to provide corresponding invoices into evidence.

The tenancy agreement was for a fixed-term to September 30, 2016. As the premises could not be re-rented in February 2015 and the applicants were unable to find tenants for March 2015, they claimed lost rent for those two months totalling \$3,400. The applicants chose to make the premises available as employee housing as of April 1, 2015.

Tenancy agreement

The written tenancy agreement entered into evidence by the applicants was signed by the parties on September 30, 2014, for a fixed-term tenancy commencing October 1, 2014, and ending September 30, 2016. The rental premises was identified as 4802 School Draw Avenue in Yellowknife, Northwest Territories. I am satisfied a valid fixed-term tenancy agreement was in place between the parties in accordance with the Act.

Rental arrears and utilities

The applicant testified that the respondents had failed to pay the rent for January, February, and March 2015. The first two months are corroborated in the email sent to the respondents dated February 23, 2015. The applicant further testified that they were unable to re-rent the premises until they converted it to employee housing as of April 1, 2015.

The tenancy agreement has been established as a fixed-term tenancy ending September 30, 2016. As such, the respondents remain liable for the rent either until the end of the fixed term or until the premises is re-rented after they vacate it, whichever comes first. Section 5 of the Act sets out the landlord's responsibility to mitigate their losses when a tenancy is ended prematurely by making every reasonable effort to re-rent the premises as soon as practicable. I am satisfied the applicants have complied with their obligation to mitigate their lost future rent by reverting the premises to employee housing after unsuccessfully attempting to re-rent the premises. I find the respondents liable for the rental arrears for January and the lost future rent for February and March, totalling \$5,100.

The \$1,700 security deposit accumulated interest by my calculations in accordance with the Act and the Regulations in the amount of \$0.22. The retention of the total security deposit of \$1,700.22 against the rental arrears is appropriate and results in remaining rental arrears in the amount of \$3,399.78.

Section 5 of the tenancy agreement sets out the respondents' responsibility for water, electricity, and heat. The applicants made a claim for outstanding water bills but did not provide evidence of those bills and as such are denied that claim. The applicants made a claim for heating fuel, providing invoices corroborating the necessity to refill the empty fuel tank. I am satisfied the respondents are liable for the cost of refilling the fuel tank and find the respondents in debt to the applicants for this cost in the amount of \$1,418.07.

Cleaning and repairs

Although no photographs were provided into evidence, the applicants gave testimony to direct observations establishing that the rental premises was left in an unclean state with garbage throughout and that extensive damages had occurred due to the respondents' failure to maintain the fuel tank to capacity resulting in the freeze-up of the water lines and related appliances. I am satisfied the repairs and cleaning were required due to the respondents' willful and/or negligent conduct.

The applicants had indicated the dishwasher and washing machine could not be repaired and required replacement, but they were not able to provide evidence of either the age of the appliances or their replacement costs.

The applicants provided into evidence invoices detailing the repairs and cleaning effected to the rental premises. I am satisfied the work claimed was necessitated to repair the damages caused by the respondents and that the amounts claimed are reasonable for the work performed. I find the respondents liable to the applicants for the costs of repairs and cleaning in the total amount of \$6,632.43.

An order will issue requiring Ms. Cynthia Beauchamp and Mr. Kendall Beauchamp to pay rental arrears and utilities in the total amount of \$4,817.85 and to pay compensation for repairs and cleaning totalling \$6,632.43.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Tenancy agreement signed September 30, 2014

Exhibit 2: Wilf's Restoration Ltd. invoice number 10420 dated January 31, 2015

Exhibit 3: Steele's Mechanical invoice number 98 dated January 21, 2015

Exhibit 4: Matonabee Petroleum invoices number 229934 and 230262

Exhibit 5: Email from Grace Wile to respondents dated February 23, 2015