

IN THE MATTER between **Gene Hachey**, Applicant, and **Jason Eric Ferguson**,
Respondent;

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 **town of Hay River in the Northwest
Territories.**

BETWEEN:

GENE HACHEY

Applicant/Landlord

- and -

JASON ERIC FERGUSON

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears in the amount of \$1,199.70 (one thousand one hundred ninety-nine dollars seventy cents).
2. Pursuant to sections 42(3)(e) and 45(4)(d) of the *Residential Tenancies Act*, the respondent must compensate the landlord for cleaning and repairs costs in the amount of \$750.00 (seven hundred fifty dollars).

DATED at the City of Yellowknife in the Northwest Territories this 26th day of October
2015.

Adelle Guigon
Deputy Rental Officer

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-and-

JASON ERIC FERGUSON

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REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 24, 2015
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Gene Hachey, applicant
<u>Date of Decision:</u>	September 24, 2015

REASONS FOR DECISION

An application to a rental officer made by Gene Hachey as the applicant/landlord against Jason Eric Ferguson as the respondent was filed by the Rental Office July 24, 2015. The application was made regarding a residential tenancy agreement for the rental premises known as 4E Gaetz Drive in Hay River, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for August 10, 2015.

The applicant alleged the respondent had accumulated rental arrears, abandoned the rental premises and personal property, caused damages to the rental premises, and failed to clean the rental premises. An order was sought for the payment of rental arrears and compensation for cleaning and repair costs. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for September 24, 2015, by teleconference. Mr. Gene Hachey appeared as applicant. Mr. Jason Eric Ferguson was served with notice of the hearing by email deemed received September 6, 2015, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations). Mr. Ferguson did not appear at hearing, nor did anyone appear on his behalf. The hearing proceeded in his absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The written residential tenancy agreement entered into evidence establishes an agreement between the parties for the rental premises identified as 4E Gaetz Drive in Hay River, Northwest Territories. The tenancy commenced May 1, 2014. The monthly rent was established at \$800. The security deposit was set at \$800 and acknowledged by the landlord as paid May 1, 2014. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

Rental arrears and security deposit

The landlord testified that the tenant had failed to pay half the rent for May and all the rent for June, and then abandoned the rental premises. The last contact the landlord had with the tenant was on June 19, 2015, when the tenant mentioned that he might be moving out. The landlord received information some time later from a neighbour suggesting the tenant had in fact moved out. This was confirmed by the landlord on July 10, 2015, when he attended the premises and discovered the tenant's property had been removed; the landlord reclaimed possession of the premises on that day. Having failed to give the landlord notice in accordance with the Act, the landlord is claiming rental arrears not only for May and June, but also for July, totalling \$2,000. I am satisfied the tenant failed to give notice to the landlord in accordance with the Act and as such is liable for the rent up to and including July 31, 2015.

The landlord testified that he retained the \$800 security deposit against the rental arrears and sought an order for the balance owing. The interest on the security deposit is calculated to be \$0.30. I am satisfied the retention of the total security deposit against the rental arrears was done in accordance with the Act.

I find the tenant has accumulated rental arrears in the amount of \$2,000. The total security deposit of \$800.30 will be deducted from that amount to reflect the remaining rental arrears owing of \$1,199.70.

Cleaning and repairs

Upon reclaiming possession of the rental premises, the landlord took several photographs of the premises which depict items left behind in the premises, marks on the walls, and unclean appliances. Clearly the landlord had to remove the property and clean the premises before being able to re-rent it. I am satisfied the amounts claimed of \$250 for removing the belongings and \$250 to clean the premises are reasonable.

The landlord claimed \$300 for the repair and replacement of a fence, but could not provide any evidence to substantiate that claim and as such it was denied.

The landlord testified that the door lock and frame required repair and replacement due to an incident during the tenancy when the tenant had locked himself out of the premises and kicked the door in to gain entry. The door was temporarily repaired at the time. The amount of \$250 was claimed for the necessary repairs at the end of the tenancy. I am satisfied these repairs were necessary as a result of the tenant's wilful conduct and the amount claimed for the repairs is reasonable.

Orders

An order will issue requiring Mr. Jason Eric Ferguson to pay rental arrears in the amount of \$1,199.70 and to compensate the landlord for cleaning and repairs costs in the total amount of \$750.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Residential tenancy agreement made May 1, 2014

Exhibit 2: Set of nine photographs