

IN THE MATTER between **TPM**, Applicant, and **BD**, 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**, Rental Officer,

BETWEEN:

TPM

Applicant/Landlord

-and-

BD

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 3, 2016
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	PS, representing the applicant BD, respondent
<u>Date of Decision:</u>	December 21, 2016

REASONS FOR DECISION

An application to a rental officer made by TPM as the applicant/landlord against BD as the respondent/tenant was filed by the Rental Office August 29, 2016. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The applicant served a copy of the filed application on the respondent by email confirmed received August 31, 2016.

The applicant alleged the respondent had caused damages to the rental premises, had changed the locks on the rental premises without authorization, had failed to clean the premises upon vacating, and had failed to pay a utility bill. An order was sought for payment of costs for repairs, cleaning, and utilities.

A hearing was scheduled for November 3, 2016, by three-way teleconference. Ms. PS appeared representing the applicant. Ms. BD appeared as respondent.

Tenancy agreement

A written tenancy agreement was not submitted into evidence. However, the parties agreed that the respondent had taken occupancy of the rental premises June 3, 2015. Evidence was presented suggesting that the parties had agreed to a fixed-term tenancy ending May 31, 2016. The parties further agreed that the tenancy did in fact end May 31, 2016, when the respondent conceded possession of the premises to the applicant. I am satisfied that a residential tenancy agreement was in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

Utilities

The applicant's representative withdrew their claim for outstanding utilities bills, acknowledging that the respondent had paid those bills since filing of the application to a rental officer.

Repairs and cleaning

Entry and exit inspection report

The applicant's representative provided into evidence an entry and exit inspection report. The report is completed for both the entry inspection and exit inspection. Neither the entry inspection portion nor the exit inspection portion signed by the respondent. Clearly the exit inspection was done in the respondent's absence due to her current circumstances, and there is no dispute from the respondent in that regard. The respondent did raise a question to the authenticity of the check-in portion of the report; she argues that she did not sign the report at check-in, and that the date of the report was written as June 3, 2016, and then appears overwritten with June 3, 2015. The respondent did not dispute that she participated in the entry inspection on June 3, 2015. Photographs taken during the entry inspection were submitted into evidence by the applicant which corroborate the condition of the rental premises as reflected in the entry inspection report. Despite the lack of signature and clearly incorrect dates in the entry inspection report, I am satisfied the entry and exit inspection reports fairly depict the condition of the rental premises at commencement and conclusion of the tenancy.

Locks

The applicant claimed costs to replace the locks on the rental premises. The respondent had been arrested in mid-April and denied bail, remaining in custody. The applicant was made aware of the respondent's incarceration. The applicant did not learn that the respondent had changed the locks without the applicant's consent until approximately May 16th when they attempted to access the premises to determine its condition prior to showing it to prospective tenants. The respondent was notified that the applicant would be changing the locks so that they could have access to the premises to determine its condition and show it to prospective tenants, and to ensure it was secured against unauthorized access. It was learned after the locks were changed that a friend of the respondent had keys to the premises and had been watching the premises for the previous six weeks; by changing the locks the friend could no longer access the premises. The applicant was not familiar with the respondent's friend and

had not received any written authorization from the respondent that the friend was permitted access to the rental premises. The required written authorization was not given until May 27th. At that point the friend was offered access to the rental premises for the remaining days of the tenancy in order to take care of the respondent's property and obligations, but she did not attend. The respondent did not dispute that she changed the locks without the applicant's consent.

Section 25 of the Act specifies that no landlord or tenant shall alter the locking system on any door giving entry to the rental premises except by mutual consent. The parties agreed that the locks were changed without consent. I find the respondent liable to the applicant for the cost of replacing the locks to the rental premises in the amount of \$126.

Bedroom carpet

The parties agreed that the bedroom carpet was significantly damaged and required replacement. Photographs show the damages to the carpet. I am satisfied the damage to the bedroom carpet was extensive enough to justify its full replacement. I am satisfied the respondent is responsible for the damages caused to the bedroom carpet. I find the respondent liable to the applicant for the costs of replacing the bedroom carpet in the amount of \$1,295.34.

Patching and painting

The applicant's representative testified and provided evidence in support of the claim for costs to repair holes in the living room and bedroom walls. Pre- and post-tenancy photographs show the damages occurred during the respondent's tenancy. The respondent argued that there was old paint stored in the premises from prior to her tenancy which could have been used to repaint the damaged areas rather than charging her for new paint. The applicant's representative confirmed that there was old paint stored in the premises and they did check to see if it could be used, but found it to be too old and stale. The supplies were required as a consequence of the respondent's actions in damaging the walls and as such I'm satisfied that the respondent is liable for the costs of purchasing fresh paint. I am satisfied the respondent is responsible for the damages to the walls. I find the respondent liable to the applicant for the costs to patch and paint the damaged walls in the amount of \$841.13.

Cleaning

The parties agreed that the rental premises had not been properly or fully cleaned prior to possession being returned to the applicant. The applicant's representative's testimony and evidence supports that the entire premises required general cleaning, the carpets required steam cleaning, abandoned property and garbage required disposal, and the yard required cleaning and maintenance. The respondent did not dispute these claims. I am satisfied the respondent failed to ensure the rental premises was cleaned upon vacating. I find the respondent liable to the applicant for the costs of cleaning the rental premises in the amount of \$624.75.

Security deposit

Although no receipts were provided regarding the paid security deposit, the parties did agree that \$1,000 of the security deposit was paid. Assuming that the security deposit was paid when the respondent took occupancy of the rental premises, the interest calculated on the security deposit is \$0.27.

The parties agreed and acknowledged that the security deposit was retained by the applicant against costs for repairs and cleaning. An order for payment will account for the total security deposit credit of \$1,000.27.

Order

An order will issue requiring the respondent to pay costs for repairs and cleaning in the amount of \$1,886.95.

Adelle Guigon
Rental Officer