

IN THE MATTER between **ME**, Applicant, and **KD**, 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:

ME

Applicant/Landlord

-and-

KD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 12, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: ME, applicant
KD, respondent
RVC, witness for the respondent

Date of Decision: July 12, 2017

REASONS FOR DECISION

An application to a rental officer made by ME as the applicant/landlord against KD as the respondent/tenant was filed by the Rental Office April 26, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the respondent May 10, 2017.

The applicant alleged the respondent had abandoned the rental premises, had accumulated rental arrears, and had left the rental premises in an unclean condition. An order was sought for payment of rental arrears and payment of costs for cleaning.

A hearing was scheduled for July 12, 2017, in Yellowknife. ME appeared as applicant. KD appeared as respondent with RVC appearing as witness for the respondent.

Tenancy agreement

The parties agreed that a verbal residential tenancy agreement had been entered into between them commencing January 9, 2017. The rental premises consisted of one room in a house with shared common areas and bathrooms. The respondent vacated the rental premises without notice, ending the tenancy April 1, 2017. I am satisfied a valid tenancy agreement was in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The parties agreed that the respondent had failed to give any notice of his intention to vacate the rental premises. The applicant found the respondent's room empty when she returned home from work on April 1, 2017.

The terms of the tenancy agreement were negotiated between the applicant and respondent by emails between them dated January 3 and 5, 2017. The rent, including utilities, was established at \$1,185 per month and the security deposit was established at \$400. All rent except for April had been paid. The applicant retained the security deposit including interest totalling \$400.05 against the rent for April. The applicant had not been able to re-rent the premises in April.

I am satisfied the respondent failed to give notice to terminate the tenancy agreement in accordance with the Act. I find the respondent has accumulated rental arrears for the month of April in the amount of \$1,185, against which the security deposit is applied resulting in a remaining balance of rental arrears in the amount of \$784.95.

Cleaning

The applicant claimed \$150 to clean the rental premises, calculated for six hours at \$25 per hour. The respondent disputed this claim as unreasonable, citing that the room was no more than 12 x 13 feet in size and did not require steam cleaning. The parties agreed that one hour is a reasonable period of time to clean the room and another half hour to do the laundry.

I am satisfied the room required some cleaning to return it to an ordinary state of cleanliness, and that the bedding required laundering. I am satisfied 1.5 hours to complete this work is a reasonable estimation. I find the respondent liable to the applicant for cleaning the room in the total amount of \$37.50, which is calculated by multiplying 1.5 hours by \$25 per hour.

Heating and Safety Concerns

The respondent claimed undue hardship as a result of the heating fuel tank running low on three occasions. On those occasions the furnace did not produce enough heat over night, resulting in waking to a cold house. The applicant responded immediately to the issues, arranging for heating fuel to be delivered before the end of the day. The applicant clarified that at no time did the furnace stop working, and at no time did the temperature drop below

freezing. I am not satisfied the applicant failed to comply with her obligations under either section 30 of the Act – which requires the landlord to maintain the rental premises in a good state of repair and fit for habitation, and to effect necessary repairs within 10 days of being notified of damages – or subsection 33(2) of the Act – which prohibits the landlord from withholding or deliberately interfering with the supply of a vital service.

The respondent identified safety and security issues with both exterior doors to the rental premises. The back door leading on to the deck had been covered with a plastic weather seal preventing anyone from using the door for any reason, and the deck behind that door had not been shovelled of snow. Had a fire emergency occurred, escape through the back door would have been delayed due to the weather seal, and if successful getting through the weather seal actually opening the door sufficiently to exit would have been limited by the amount of snow on the deck blocking the door.

Additionally, the front (main) door was old and worn. At one point during the tenancy frost had broken the interior locking mechanism and frozen the door shut, requiring the tenants to use excessive force to kick the door open in order to get out. The applicant did not deny that this incident occurred.

To my mind, the restriction to the use of the back door and the failure to shovel a path through the snow on the deck create a continuous fire safety issue. Add to that the issues with the front door and that creates a significant cause for concern. The respondent's request for compensation for the applicant's failure to meet her obligations under subsection 30(1)(b) of the Act is reasonable.

Given that the issue with the front door appears to have been a one-time occurrence, but the restrictions to the back door were continuous throughout the tenancy, I am satisfied that a 2.5 percent abatement of rent per month the respondent occupied the rental premises would be reasonable compensation. The respondent occupied the rental premises for three months. The rent was \$1,185 per month, of which 2.5 percent is \$29.63. Multiplied by three months, the respondent is entitled to compensation in the amount of \$88.89. This amount will be applied against the previously determined rental arrears.

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$696.06 and requiring the respondent to pay costs for cleaning in the amount of \$37.50.

Adelle Guigon
Rental Officer