

IN THE MATTER between **SNL**, Applicant, and **AR and SI**, 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**, Rental Officer,

BETWEEN:

SNL

Applicant/Landlord

-and-

AR and SI

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: December 6, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: SNL, applicant

Date of Decision: December 6, 2017

REASONS FOR DECISION

An application to a rental officer made by SNL as the applicant/landlord against AR and SI as the respondents/tenants was filed by the Rental Office July 6, 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 respondents July 17, 2017, as well as served on the respondents by email to AR deemed received July 31, 2017, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondent had repeatedly caused disturbances, had accumulated rental arrears, had permitted over-occupancy of the rental premises, and had caused damages to the rental premises. An order was sought for payment of rental arrears, payment of costs for repairs, termination of the tenancy agreement, and eviction.

A hearing was originally scheduled for September 13, 2017. That hearing date was cancelled because the applicant failed to provide proof of service of the documents until September 12, 2017. The hearing was re-scheduled to December 6, 2017, in Yellowknife. SNL appeared as applicant. AR was served notice of the hearing by email deemed received November 17, 2017, pursuant to subsection 4(4) of the Regulations. Neither of the respondents appeared at the hearing, nor did anyone appear on their behalf. For reasons that will later be explained, despite SI not having been served with notice of the hearing and being satisfied that AR was served with notice of the hearing, the hearing proceeded in the respondents' absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The applicant testified and evidence was presented establishing a residential tenancy agreement commencing June 1, 2017. AR is named as the sole tenant and has signed the tenancy agreement. SI is not named as a tenant, nor has he signed the tenancy agreement. The only reference to SI is where his name, written as Steven Igriczi, is hand-written at the top right-hand corner of the first page of the tenancy agreement below a phone number. I am not satisfied that Steve(n) Igriczi is a tenant to this tenancy agreement. I am satisfied that AR is the sole tenant to this tenancy agreement. Steve(n) Igriczi will not be held accountable for any breaches of this tenancy agreement.

The applicant testified that she found the rental premises abandoned on July 30, 2017. Consequently she withdrew her application for termination of the tenancy agreement and eviction as no longer necessary. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Rental arrears

The applicant withdrew her request for payment of rental arrears as no longer necessary.

Repairs and cleaning

The applicant testified and provided evidence establishing the following damages and uncleanliness documented during the exit inspection of the rental premises for which the applicant is claiming costs:

Replacing one 84" flat-screen television - missing	\$6,000.00
Repairing, patching, and painting one broken exterior door and one broken window	\$1,036.90
Steam cleaning the carpets	\$360.00
Replacing one damaged refrigerator	\$800.00
Total	<u>\$8,196.90</u>

The rental premises was provided furnished. Photographs taken at the start of the tenancy and at the end of the tenancy confirm the television is missing. The applicant testified that the television is four years old. While I am satisfied the applicant is entitled to compensation for the loss of the television, that compensation must account for depreciation. The average useful life of flat-screen televisions is 10 years, of which the applicant has benefited from four years. I find the respondent liable for the remaining six years of useful life of the television valued at \$3,600.

The photographs entered into evidence depict significant damages to the apartment door and minor damage to one window casing. I am satisfied the respondent is responsible for those damages, and I am satisfied that the costs claimed to repair the damages are reasonable. I find the respondent liable for the costs of repairing the door and window in the amount of \$1,036.90.

The photographs entered into evidence clearly depict that the carpeting had not been vacuumed and had stains. The applicant's claim for steam cleaning costs are reasonable. I find the respondent liable for the costs of steam cleaning the carpets in the amount of \$360.

The applicant testified to and provided photographic evidence of significant damage to the door of the refrigerator. The applicant made inquiries of local appliance service providers about repairing the fridge, only to be told that they could not repair this type of damage. The parts would have to be ordered from a southern supplier and installed by a technician, which could be just as costly as simply replacing the fridge. The applicant obtained an estimate for a similar model of refrigerator at approximately \$800. The applicant testified that she purchased the refrigerator new in 2013, making it four years old. Similarly to the television, while I am satisfied the applicant is entitled to compensation for replacement of the refrigerator, that compensation must account for depreciation. The average useful life of refrigerators is 15 years, of which the applicant has benefited from four years. I find the respondent liable for the remaining 11 years of useful life of the refrigerator valued at \$586.67.

Other items initially identified by the applicant were either withdrawn or no monetary compensation was requested.

Order

An order will issue requiring the respondent AR to pay costs of repairs and cleaning in the total amount of \$5,583.57.

Adelle Guigon
Rental Officer