

IN THE MATTER between **KS**, Applicant, and **EV and DW**, 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:

KS

Applicant/Landlord

-and-

EV and DW

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: December 6, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: LD, representing the applicant

Date of Decision: December 6, 2017

REASONS FOR DECISION

An application to a rental officer made by TPM on behalf of KS as the applicant/landlord against EV and DW as the respondents/tenants was filed by the Rental Office September 15, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the respondents by email confirmed received September 28, 2017. An addendum to the application was served on the respondents by email deemed received October 21, 2017, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondents had accumulated rental arrears, had caused damages to the rental premises, had left the rental premises in an unclean condition, and had accumulated utilities arrears. An order was sought for payment of rental arrears, payment of utilities arrears, and payment of costs for repairs and cleaning.

A hearing was scheduled for December 6, 2017, in Yellowknife. LD appeared representing the applicant. EV and DW were served notices of the hearing by email confirmed received September 28, 2017. Neither respondent appeared at the hearing, nor did anyone appear on their behalf. The hearing proceeded in the respondents' absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The applicant's representative testified and provided evidence establishing a residential tenancy agreement between the parties commencing June 29, 2016. The respondents vacated the rental premises, ending the tenancy agreement October 6, 2017. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Rental arrears

The applicant's representative testified and provided a move out statement establishing that the rent for September and October 2017 had not been paid. The rent was established at \$2,450 per month. The rent for October had been pro-rated to \$790.30. The security and pet security deposits of \$2,951.68 were retained against the rental arrears.

I am satisfied the move out statement accurately reflects the current status of the respondents' rent account. I find the respondents have accumulated rental arrears, calculated after the application of the security deposit, in the amount of \$288.62.

Utilities

The applicant's representative testified and provided evidence establishing that the electricity to the rental premises had been disconnected by Northland Utilities at the direction of the respondents on or before October 6, 2017. The exit inspection of the premises was conducted on October 7, 2017, at which time the applicant's representatives noted the premises was freezing and discovered that the electricity had been disconnected. The applicant's representative had not been notified by the respondents that the electricity had been disconnected.

Paragraph 5 of the written tenancy agreement sets out the respondents' responsibility for the power (electricity). The applicant's representative testified that because the respondents had actually directed the disconnection of the electricity the applicant incurred extra costs to have the electricity reconnected. It is the applicant's contention, and in my experience this seems to be the practice, that the electricity to a rental premises does not need to be disconnected for the tenant's account to be closed. Usually the account is simply re-opened in the property

owner's name with a minor administrative fee. The respondents' action not only to close their electricity account but to also have the electricity disconnected, and then fail to notify the applicant that they have done so, put the property at risk of a freeze up causing damage. To my mind this action constitutes a breach of the respondents' obligation respecting utilities and the costs the applicant paid to have the electricity turned back on represent a loss suffered as a direct result of the respondents' breach. Had the respondents simply closed their account there would have been no breach and the applicant would have suffered no loss.

I find the respondents liable to the applicant for costs of reconnecting the electricity in the amount of \$380.10.

Repairs and cleaning

The applicant's representative testified and evidence was provided establishing that the respondents had failed to adequately clean the rental premises upon vacating and had caused some damages.

The entry and exit inspection report identified dusty trims and scuff marks throughout, and the kitchen, main bathroom, and appliances had not been fully cleaned. Additionally, holes were documented in the walls in the kitchen, stairway/hallway, main bathroom, and all three bedrooms; some of the holes had been patched while others had not been, and none of the patched holes had been painted. Many of the patches were poorly completed. Invoices were provided for cleaning in the amount of \$183.75 and for patching and painting in the amount of \$351.75.

The applicant's representative further submitted that the respondents' had removed the provided chandelier so that they could use their own during their tenancy. The respondents removed their chandelier and returned the original chandelier. The applicant's representative later noticed the chandelier was cracked along the base of one of the domes. The applicant claimed costs to replace the chandelier and provided printouts from the Canadian Tire website for similar chandeliers priced at \$314.99, \$309.99, and \$272.99. For the purposes of determining fair compensation to replace the chandelier I will allow the least expensive of the provided estimates at \$272.99.

Photos taken by the applicant on October 9, 2017, support all of the above claims for repairs and cleaning. I am satisfied the supporting evidence establishes the respondents' failure to ordinarily clean the rental premises and their responsibility for the identified damages. I find the respondents liable to the applicant for costs of repairs and cleaning totalling \$808.49.

Orders

An order will issue requiring the respondents to pay rental arrears in the amount of \$288.62 and requiring the respondents to pay costs of reconnecting the electricity, repairs, and cleaning in the amount of \$1,188.59.

Adelle Guigon
Rental Officer