

IN THE MATTER between **D.E.**, Applicant, and **W.L. AND J.L.**, 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 **Hal Logsdon**, Rental Officer,

BETWEEN:

D.E.

Applicant/Landlord

-and-

W.L. AND J.L.

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 24, 2018
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	L.L., representing the applicant J.L., respondent
<u>Date of Decision:</u>	October 24, 2018

REASONS FOR DECISION

The tenancy agreement between the parties was made in writing for a six month term commencing on March 5, 2015 and subsequently renewed on a monthly basis. The tenancy agreement was terminated on September 30, 2018 when the respondents vacated the rental premises.

The monthly rent for the premises was \$850 and the tenants were responsible for the payment of fuel and electricity during the term. The tenancy agreement required a security deposit of \$850 which was paid in full on February 13, 2018.

The applicant retained the security deposit and interest but has not issued a statement of the security deposit. The applicant stated that they had been waiting for an invoice for the towing of the respondents' van which had been left on the property.

The applicant alleged that the respondents had failed to pay the full amount of the rent and provided a statement which indicated a balance of rent owing in the amount of \$3111.17.

The applicant also alleged that the respondents had failed to pay for the full amount of fuel during the term. The applicant testified that the fuel tank was filled at the commencement of the tenancy and required fuel costing \$1020.13 to fill the tank at the end of the tenancy. The applicant also testified that the landlord had provided \$200.04 worth of fuel during the term to prevent the unit from freezing. Receipts for the fuel purchases were provided in evidence.

The applicant alleged that the respondents failed to clean the fridge or stove before vacating the premises and left a van on the property which was towed to the applicant's property. The applicant sought \$93.60 for the cleaning costs and \$105 for the towing charges. The work order for the cleaning charges and the invoice for the towing charged were provided in evidence. Photographs of the premises at the end of the tenancy and check-in and check-out inspections were also provided by the applicant.

The respondent did not dispute the allegations.

I find the statement in order and find rent arrears of \$3111.17. I find the respondents liable for the costs of fuel that were paid on their behalf and find those costs to be \$1220.17. I find the cleaning costs of \$93.60 to be reasonable.

The request for relief of \$105 for the towing charges is denied but the applicant retains an avenue to recoup these expenses pursuant to Section 64 of the Act. Section 64 sets out provisions for abandoned personal property.

64. (1) Unless a landlord and tenant have made a specific agreement providing for the storage of personal property, where a tenant leaves personal property in a rental premises or residential complex that the tenant has vacated or abandoned, the landlord may remove the personal property and, on removal, shall store and dispose of the personal property in accordance with this section.

(3) Where a landlord removes personal property, other than property described in subsection (2), the landlord shall, at the earliest reasonable opportunity, give the rental officer an inventory of the property in an approved form and, where the address of the tenant is known to the landlord, the landlord shall give the tenant a copy of the inventory.

The applicant filed an *Inventory - Abandoned Personal Property* with the application listing the van. The respondents may claim the van within 60 days if they pay the towing charges of \$105.

(6) Where the tenant or owner of an item of personal property stored by the landlord pays the landlord the cost of removing and storing the item, the landlord shall give the item to the tenant or owner and notify the rental officer.

If the van is not claimed within 60 days, the applicant may seek permission from the rental officer to sell the vehicle and apply the proceeds of the sale toward the towing costs.

65. (1) Where no person has taken possession of an item of personal property stored under subsection 64(5) during the 60 days referred to in that subsection, the rental officer may permit the landlord to sell or dispose of the item in the manner and subject to the terms and conditions set by the rental officer.

(2) Where a landlord sells an item of personal property under subsection (1) or 64(4), the landlord may, subject to the terms and conditions set by the rental officer under those subsections,

(a) retain that part of the proceeds of the sale necessary to reimburse the landlord for the reasonable costs of removing, storing and selling the property; and

(b) retain that part of the proceeds of the sale necessary to satisfy any order for compensation made in favour of the landlord by the rental officer or a judge of the Supreme Court or territorial judge, where the order was made under this Act.

I find the interest on the retained security deposit to be \$0.18. Applying the security deposit and interest first to the cleaning charges then to the rent arrears I find the amount of rent due to the applicant to be \$2354.59 and the fuel costs due to the applicant to be \$1220.17, calculated as follows:

Security deposit	(\$850.00)
Interest	(0.18)
Rent arrears	3111.17
Cleaning	<u>93.60</u>
Total rent arrears	\$2354.59
plus fuel	<u>1220.17</u>
Total due applicant	\$3574.76

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$2354.59 and fuel costs in the amount of \$1220.17.

Hal Logsdon
Rental Officer