

IN THE MATTER between **ARELP**, Applicant, and **CK and MG**, 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 **Janice Laycock**, Deputy Rental Officer,

BETWEEN:

ARELP

Applicant/Landlord

-and-

CK AND MG

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 22, 2019

Place of the Hearing: Fort Liard, NT

Appearances at Hearing: BD representing the Applicant
CK and MG as Respondents
RT as a witness for the Respondents

Date of Decision: May 22, 2019

REASONS FOR DECISION

An application to a rental officer made by ARELP as the Applicant/Landlord against CK and MG as the Respondents/Tenants was filed by the Rental Office on January 30, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Liard, Northwest Territories. The filed application was personally served on the Respondents March 18, 2019.

The Applicant claimed that the Respondents had vacated the rental premises on July 3, 2018 leaving damages to the premises in the amount of \$4,109.18 and had not complied with a previous order. An order was sought for payment of the damages and monies owed under the previous order.

A hearing was originally scheduled for March 20, 2019 but was postponed to allow the Applicant more time to affect service of the filed application on the Respondents. The hearing was rescheduled once proof of service was received by the Rental Office. The hearing took place on May 22, 2019, in Fort Liard. Janice Laycock, Deputy Rental Officer appeared by telephone. BD appeared representing the Applicant. CK and MG appeared as Respondents. RT, a former tenant of the unit, appeared as a witness for the Respondents.

Previous Order

Previous Rental Officer Order #15841 issued on March 8, 2018 ordered the Respondent to:

- Pay rental arrears in the amount of \$1,459.89;
- Pay rent on time;
- Pay security deposit arrears in the amount of \$950.00;
- Terminate the tenancy agreement on June 30, 2018 unless the security deposit arrears are paid in full, the rental arrears are paid in full and rent for April, May and June are paid on time; and
- Eviction on July 1, 2018 if the tenancy agreement is terminated.

The Applicant was advised at the hearing that the previous order including payment of rental arrears was still in effect and would not be re-visited at this hearing.

Tenancy Agreement

A tenancy agreement between the parties was not provided as evidence for this application however, in the previous order and reasons for decision (#15841), the Rental Officer was satisfied based on the testimony of all parties that an oral tenancy agreement had been entered into between the parties commencing July 2011. The Tenancy Agreement was terminated around July 1, 2018 when the tenants vacated the rental premises.

Tenant Damages

The Applicant provided as evidence a letter to the Respondents dated October 12, 2018. The letter includes a list of the damages that the Applicant claimed the Respondents had caused to the rental premises. Also included as evidence was a series of photos documenting these damages. These damages were identified by the Applicant during an inspection of the unit after the Respondents vacated the premises. The Respondents did not participate in the inspection.

The Respondents provided an email to the Rental Office dated March 18, 2019 refuting many of the claims that the Applicant had made. At the hearing the Respondents also testified that many of the damages were present and the shed was on the property when they moved in. They believed that the shed was the property of the Applicant.

The witness for the Respondents testified that he occupied the unit prior to the Respondents, and that he could verify that many of the damages were present when he lived there. He also confirmed that the shed was on the property prior to the Respondents occupying the rental premises.

The Applicant was asked to provide entry and exit inspection reports as well as direct knowledge that the Respondents had caused the damages. The Applicant testified that he was not present at the time the Respondents moved into the rental premises, did not have direct knowledge of who had caused the damages and did not have entry or an exit inspection reports.

The list of claimed damages was reviewed during the hearing to see if there were any damages that the Respondents could agree had been caused by them. During this review the Applicant agreed to waive discussion of many of the disputed items. The Respondents agreed that they were responsible for the Applicant's costs associated with cleaning the house - \$450, removing plastic weather film from windows including removing the double-sided tape - \$120, and cleaning out various items left in the house and yard - \$90, totalling \$660. It was also clarified that the items that were removed were worthless, unsanitary or unsafe. I find that the Respondents are responsible for costs associated with damages and owe the Applicant \$660.00.

Order

An order will be issued:

- requiring the Respondents to pay expenses totalling \$660.00 for repairs to the rental premises (p. 42(3)(e)).

Janice Laycock
Deputy Rental Officer