

IN THE MATTER between **SK and MG**, Applicants, and **JW and FW**, 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**, Rental Officer,

BETWEEN:

SK and MG

Applicants/Landlords

-and-

JW and FW

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 16, 2019
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	SK, representing the Applicant MG representing the Applicant JW, Respondent FW, Respondent
<u>Date of Decision:</u>	October 16, 2019

REASONS FOR DECISION

An application to a rental officer made by SK and MG as the Applicants/Landlords against JW and FW as the Respondents/Tenants was filed by the Rental Office on July 3, 2019. 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 registered mail signed for October 4, 2019.

The Applicant claimed that the Respondents had rental arrears and had caused damages to the rental premises. An order was sought for payment of rental arrears and payment of costs for repairs of damages.

A hearing was scheduled for August 28, 2019, but was rescheduled to October 16, 2019, to allow more time for the Applicant to serve the Respondents. Both parties were provided notice of the rescheduled hearing. At the hearing Janice Laycock, Rental Officer, and the Respondents, JW and FW, appeared in person. The Applicants, SK and MG, appeared by telephone.

Tenancy agreement

Evidence was presented establishing a tenancy agreement between the parties for a tenancy beginning on May 1, 2018. This tenancy ended on March 31, 2019, when the Respondents vacated the unit.

I am satisfied that a valid tenancy agreement was in place in accordance with the *Residential Tenancies Act* (the Act) and that this tenancy was terminated on March 31, 2019.

Rental Arrears

The Applicants testified that the Respondents did not pay rent for February and March, and all parties had agreed to terminate the tenancy at the end of March 2019. The rent was \$2,500 per month, resulting in total rental arrears of \$5,000. A security deposit of \$1,500 had been paid by the Respondents and once this deposit was deducted from the rental arrears, the amount of rental arrears owed by the Respondents was \$3,500. The Respondents agreed with this assessment of their arrears and were willing to work with the Applicants on a payment plan.

I am satisfied that the Respondents have rental arrears of \$5,000 and once the security deposit is credited the total rental arrears owed jointly by the Respondents are \$3,500.

Tenant Damages

The Applicants provided evidence supporting their claim for repairs of damages to the rental premises, including the entry and exit inspection reports, pictures documenting the damages, and receipts for materials purchased. The claim is summarized in a letter to the Respondents dated June 6, 2019, which is included in the evidence.

I found the majority of the claims reasonable and supported by the evidence, but questioned some of the claimed amounts:

- a \$6.99 charge for “jerky” included in the total for Primer;
- replacement of mouldings costs that were not consistent with receipt; and
- charges for three doors when only two doors were noted on the exit inspection report; and
- a \$250 charge for City Hall deposit relating to a January pipe freeze up.

The Applicants agreed with the adjustments to the charges. They explained that because the Respondents had turned off the circulating pump, the line between the house and the street had frozen. The Applicants had been required to pay a \$250 deposit to the City of Yellowknife to get repairs to the line and they expected a further charge of \$750 for this work. The Respondents agreed to the repairs claimed but testified that they had not turned off the circulation pump and would have no reason to do so. They speculated that the plumber might have turned it off when he came to do work on the unit.

I find that there were damages to the rental premises and with adjustments discussed, the total cost of repairs is \$863.20 plus \$29 to replace the mailbox keys, bringing the total to \$892.20. Due to a lack of any supporting evidence relating to the freeze up of the pipes, and the testimony of the Respondents, I am not convinced that the related charges are the responsibility of the Respondents.

Order

An order will be issued:

- requiring the Respondents to pay rental arrears in the amount of \$3,500 (p. 41(4)(a)); and
- requiring the Respondents to pay the cost of repairs totalling \$892.20 (p 42(3)(e)).

Janice Laycock
Rental Officer