

IN THE MATTER between **TREVOR KASTEEL**, Applicant, and **AARON PEARCE AND JOANNE EKPAKOHAK**, 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, regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

TREVOR KASTEEL

Applicant/Landlord

- and -

AARON PEARCE AND JOANNE EKPAKOHAK

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of three thousand nine hundred sixteen dollars and fourteen cents (\$3916.14).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant costs related to the repair of tenant damages in the amount of fifty two dollars and thirty cents (\$52.30).

3. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondents shall pay the applicant the costs of utilities paid on behalf of the respondents in the amount of eight hundred forty nine dollars and seventy four cents (\$849.74).

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of December, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **TREVOR KASTEEL**, Applicant, and **AARON PEARCE AND JOANNE EKPAKOHAK**, Respondents.

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BETWEEN:

TREVOR KASTEEL

Applicant/Landlord

-and-

AARON PEARCE AND JOANNE EKPAKOHAK

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: December 10, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trevor Kasteel, applicant

Date of Decision: December 17, 2002

REASONS FOR DECISION

The respondents were served with Notices of Attendance by registered mail which were confirmed delivered on December 2, 2002. The respondents failed to appear at the hearing and did not make any arrangements to attend the hearing by telephone. The hearing was held in their absence.

The applicant sought an extension of the six month limitation on applications stating that he had been in communication with the respondents since the termination of the tenancy, had made arrangement for the payment of outstanding amounts and had received one payment toward the rent arrears. He stated that he felt the matter would be resolved without resorting to legal action. I find that the applicant did take measures to collect amounts from the respondents and shall extend the time limitation and consider the matter.

The applicant testified that the tenancy agreement between the parties commenced on June 15, 2001 and was terminated on January 31, 2002 when the respondents vacated the premises. The applicant alleged that during the tenancy, the respondents had failed to pay the full amount of rent and had failed to pay for the full amount of water and fuel which was their obligation pursuant to the tenancy agreement. The applicant also alleged that at the termination of the tenancy agreement, the respondents failed to repair damages to the premises and failed to leave the premises in a reasonably clean state. The applicant sought an order requiring the respondents to pay the alleged rent arrears, costs of repair and cleaning, costs of utilities paid on behalf of the

respondents, NSF cheque charges and costs related to his phone and travel.

In the matter of rent, I find the rent arrears to be \$3800. This represents \$350 from the October, 2001 rent and the full rent of \$1150 for the months of November, 2001 to January 2002. I find the interest on late rent payments to be \$116.14, taking into account interest only to July 31, 2002 which is the date, in my opinion, the matter should have been resolved by the applicant. In total the rent arrears and accrued interest are \$3916.14.

In the matter of costs related to repairs and cleaning, I note that the security deposit of \$500 was retained by the applicant and a statement sent to the respondent on March 4, 2002. This statement itemizes costs of repair and cleaning in the amount of \$567.55. Although a later statement outlines some additional costs, I shall take the March 4, 2002 statement as the final claim. The Act clearly requires that a final statement shall be made within 30 days. In my opinion, the landlord is not entitled to add additional costs to the statement, particularly when so much time has elapsed. I find the costs on the March 4 statement to be reasonable. Deducting the security deposit and accrued interest, which I find to be \$515.25, from the repair and cleaning costs, I find a balance owing the applicant of \$52.30.

In the matter of utilities, I find the costs of water claimed by the applicant to be excessive. From the statements produced, water charges including penalties for late payment of \$490.18 were transferred to the applicant's taxes on or about January 7, 2002. In addition to this amount, bills for December, 2001 and January, 2002 water remained unpaid by the respondents and penalties

were applied for late payment. These two bills were, in total, \$160.55. The remainder of the charges claimed by the applicant were either charges for water or interest charges for periods after January 31, 2002. In my opinion, the respondent should have paid the bills at the termination of the tenancy in order to mitigate his damages. The additional charges are denied. In addition, the applicant testified that he topped up the fuel tank at the termination of the tenancy, the tank having been filled at the commencement, at a cost of \$199.01. In total, I find reasonable costs of water and fuel which were paid on behalf of the respondents to be \$849.74.

The respondent withdrew his request for expenses relating to NSF charges.

The remaining charges claimed by the applicant consisted of telephone charges and air travel charges which the applicant claimed were necessary to attend to matters relating to the tenancy. In my opinion, these are normal costs of doing business and not damages directly related to the respondents' breach of the agreement. These costs are denied.

In summary, an order shall be issued requiring the respondents to pay the applicant rent arrears, costs related to repair and cost of utilities paid on behalf of the respondents in the following amounts:

Rent arrears	\$3800.00
Interest on arrears (to July 31, 02)	<u>116.14</u>
Total Arrears	\$3916.14

Repairs and Cleaning	
As per March 4/02	
statement	\$567.55
Less security deposit	(500.00)
Less interest on deposit	<u>(15.25)</u>
Total	\$52.30

Water applied to taxes	\$490.18
Water (December 1/01	
to January 31/02 incl.	
penalties	160.55
Fuel	<u>199.01</u>
Total Utilities	\$849.74

Hal Logsdon
Rental Officer