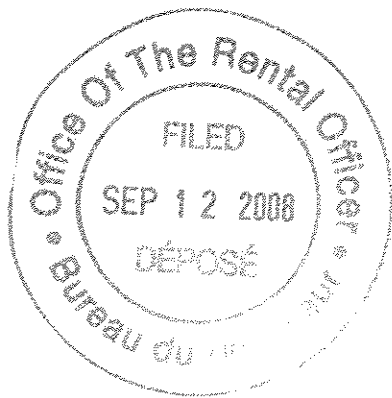


IN THE MATTER between **WADE FRIESEN**, Applicant, and **TONY KLENGENBERG**, Respondent;

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:



WADE FRIESEN

Applicant/Landlord

- and -

TONY KLENGENBERG

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears and repair costs in excess of the retained security deposit and interest in the amount of four thousand five hundred thirty five dollars and thirty three cents (\$4535.33).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant for the costs of fuel, electricity and water which were paid on his behalf in the amount of two thousand eight hundred five dollars and one cent (\$2805.01).

3. Pursuant to section 62(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for lost rent in the amount of six hundred dollars (\$600.00).

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of September, 2008.



Hal Logsdon
Rental Officer

IN THE MATTER between **WADE FRIESEN**, Applicant, and **TONY KLENGENBERG**, Respondent.

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:

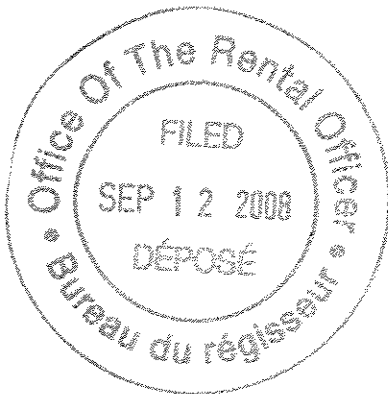
WADE FRIESEN

Applicant/Landlord

-and-

TONY KLENGENBERG

Respondent/Tenant



REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 2, 2008
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Wade Friesen, applicant
<u>Date of Decision:</u>	September 12, 2008

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicant testified that the respondent abandoned the premises on February 14, 2008. The applicant retained the security deposit (\$900) and accrued interest (\$22.33) deducting cleaning and repair costs (\$2670), rent arrears (\$3600), and unpaid utility costs (\$2839.44), resulting in a balance owing to the applicant of \$8187.11. The applicant provided a statement of the security deposit in accordance with section 18(3) of the *Residential Tenancies Act*. The applicant sought an order requiring the respondent to pay the rent arrears, repair and cleaning costs and utility costs in excess of the retained security deposit and interest.

The applicant provided statements and receipts for utilities and a number of receipts for repair costs in evidence. The applicant also provided photographs indicating the condition of the premises. The applicant stated that the respondent had permitted the premises to run out of fuel, causing the water lines and the hot water tank to freeze. The applicant stated that the carpet, installed two years earlier, had been destroyed. The premises required significant cleaning. The applicant stated that he was unable to re-rent the premises for the remainder of February, 2008 due to the significant repairs required.

The photographic evidence supports the applicant's allegations of damage and the requirement

for significant cleaning. I find the damages listed on the security deposit statement to be the result of the tenant's negligence and with the exception of the carpet replacement, find the costs reasonable. The applicant provided an invoice for the carpet totalling \$472.71 but sought relief of \$750. The applicant stated that he installed the carpet himself and considered the labour costs to be reasonable. I disagree. Local carpet installers estimate that the installation costs of a 14 X 14 carpet are approximately \$200. As well, the carpet was two years old and the replacement cost should be depreciated by 20%, based on a ten year useful life. In my opinion, reasonable compensation is \$538.

The applicant's claimed costs of fuel, water and electricity do not coincide with the invoices and statement he provided in evidence. My review of the evidence suggests that the following costs are reasonable:

Fuel - The applicant has provided three receipts dated March 28, March 31, and April 16, 2008. The first two are for small amounts of fuel purchased at a gas station. The third is for a large amount of fuel, sufficient to fill the tank. The applicant stated that he purchased the small amounts to get the heat restored before a delivery could be arranged. If that is the case, I must conclude that much of the initial two small purchases of fuel were consumed after the tenancy agreement was terminated and before the tank was filled and was not therefore replacing fuel that the tenant consumed during the term of the agreement. For this reason I shall allow only the last invoice amount of \$1210.16.

Electricity - I shall accept the arrears amount of \$1015.39 on the invoice submitted by the applicant but not the current charges of \$53.73 which is for the month period ending March 18, 2008. These charges represent consumption after the landlord took possession of the premises.

Water - I shall accept the amount of \$315.01 which was transferred to the applicant's taxes plus the charges and penalties to the end of February, 2008 (\$264.45). I shall not accept the penalties applied to the applicant's tax bill as these do not appear to relate to the water charges.

I accept the applicant's testimony that he was unable to re-rent the premises for the remainder of February, 2008. The extent of the repairs and cleaning that was necessary due to the respondent's negligence certainly prevented the premises from being rented in February. Compensation for lost rent for the remainder of the months is reasonable.

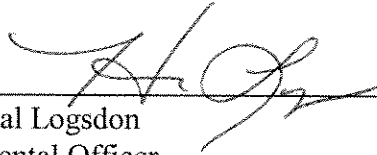
The security deposit interest has not been calculated accurately. The accrued interest should be \$22.67.

Applying the security deposit and accrued interest first to the rent arrears and repair costs I find a balance of repair costs and rent arrears due to the applicant of \$4535.33. In addition, I find that the applicant paid for electricity, fuel and water on behalf of the respondent in the amounts noted above. As well I find the applicant lost half of the February, 2008 rent due to the abandonment of

the premises by the respondent and is entitled to compensation of \$600. I calculate these amounts as follows:

Security deposit	\$900.00
Interest	22.67
Rent arrears	(3000.00)
Carpet replacement	(538.00)
Light fixture replacement	(150.00)
Door knob replacement	(45.00)
Hot water tank and line repair	(900.00)
Living room window	(125.00)
General cleaning	<u>(700.00)</u>
Due to applicant (subtotal)	\$4535.33
plus fuel costs	1210.16
plus electricity costs	1015.39
plus water costs	579.46
plus compensation for lost rent	<u>600.00</u>
Total due applicant	\$7940.34

An order shall issue requiring the respondent to pay the applicant rent arrears and repair costs of \$4535.33, utility costs of \$2805.01 and compensation for lost rent in the amount of \$600. The total amount due to the applicant is \$7940.34.



Hal Logsdon
Rental Officer