

IN THE MATTER between **WADE FRIESEN**, Applicant, and **MATTHEW KENNEDY**, 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 -

MATTHEW KENNEDY

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of one thousand dollars (\$1000.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair and cleaning costs in the amount of five hundred seventy seven dollars and forty nine cents (\$577.49).
3. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs of electricity, water and fuel paid on behalf of the respondent in the

amount of two thousand four hundred ten dollars and thirty eight cents (\$2410.38).

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of February,
2009.

Hal Logsdon
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

MATTHEW KENNEDY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 23, 2009

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Wade Friesen, applicant

Date of Decision: February 3, 2009

REASONS FOR DECISION

The respondent was contacted by telephone in order to arrange a hearing by teleconference. The respondent was told of the hearing date and the time the rental officer would contact him to conduct the hearing. The respondent confirmed the contact telephone number and his mailing address and was told that a written notice would be sent to him by registered mail containing the hearing information. When the rental officer contacted the respondent to conduct the hearing, the telephone was answered then hung up. The rental officer attempted to contact the respondent again with the same results. On a third attempt to contact the respondent, he would not answer the phone.

The respondent has also failed to pick up the application sent by the applicant by registered mail. In my opinion, the respondent has been given ample opportunity to appear at a hearing and is apparently avoiding service. Pursuant to section 71(2) of the *Residential Tenancies Act* the Notice of Attendance was deemed to be served and the hearing was held in the absence of the respondent.

The tenancy agreement between the parties commenced on April 1, 2008 and was terminated on August 31, 2008 when the respondent vacated the premises. The applicant retained the security deposit (\$1200) and accrued interest (\$22.18) applying it against the replacement of the carpet (\$965.92), cleaning (\$833.75) and rent arrears (\$1200 less a \$200 credit for cleaning up the yard). The applicant also alleged that the respondent had failed to pay for the full costs of electricity,

water or fuel during the during the term of the tenancy agreement and sought relief for the cost of fuel (\$1214.33) electricity (\$805.15) and water (\$390.90) resulting in a balance owing of \$3987.87.

The applicant testified that the fuel tank was full at the commencement of the tenancy agreement. The written tenancy agreement between the parties obligates the tenant to pay for fuel, electricity and water during the term of the agreement. An invoice was provided in evidence indicating the amount of fuel delivered to the premises at the end of the tenancy agreement.

Statements for electricity and water were also provided in evidence indicating outstanding balances on those accounts.

The applicant testified that the carpet was damaged beyond repair by stains and dog urine. The applicant testified that the carpet was new at the commencement of the tenancy agreement and provided an invoice for the replacement cost.

The applicant stated that the premises were very dirty requiring a significant amount of labour to bring to a reasonably clean condition. He stated that he had charged labour at \$25/hour plus 15% administration.

The applicant testified that the respondent had failed to pay the August rent of \$1200. The applicant has applied a credit of \$200 to the account for yard work undertaken by the respondent.

I find the respondent in breach of his obligation to pay rent and his obligation to repair damages to the premises and find the repair and cleaning costs reasonable. Applying the retained security deposit first to the repair and cleaning costs, I find repair and cleaning costs owing to the applicant of \$577.49 and rent arrears of \$1000, calculated as follows:

Security deposit	\$1200.00
Interest	22.18
Carpet replacement	(965.92)
Cleaning	<u>(833.75)</u>
Repair and cleaning costs due to applicant	\$577.49

Rent arrears (August/08 rent)	\$1200
less credit for yard work	<u>(200)</u>
Rent due to applicant	\$1000

I also find the respondent in breach of his obligation to pay for the full cost of fuel, electricity and water during the term of the agreement. I find these costs to be \$2410.38 calculated as follows:

Electricity costs	\$805.15
Fuel costs	1214.33
Water costs	<u>390.90</u>
Utilities due to applicant	\$2410.38

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1000, repair and cleaning costs of \$577.49 and utility costs of \$2410.38.

Hal Logsdon
Rental Officer