

IN THE MATTER between **HEATHER FUNNELL**, Applicant, and **TAYLOR ABBOTT**, 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:

HEATHER FUNNELL

Applicant/Landlord

- and -

TAYLOR ABBOTT

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 six thousand six hundred thirty five dollars and twenty five cents (\$6635.25).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant the cost of utilities paid on behalf of the respondent in the amount of six hundred ninety dollars and eighty seven cents (\$690.87).
3. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the

applicant cleaning and repair costs in the amount of one thousand six hundred twelve dollars and eighty cents (\$1612.80).

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of December, 2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **HEATHER FUNNELL**, Applicant, and **TAYLOR ABBOTT**, 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:

HEATHER FUNNELL

Applicant/Landlord

-and-

TAYLOR ABBOTT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 9, 2009

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trisha DaCorte, representing the applicant

Date of Decision: December 15, 2009

REASONS FOR DECISION

The respondent was personally served with a Notice of Attendance but failed to appear at the hearing. The hearing was held in his absence.

The applicant alleged that the respondent breached the tenancy agreement by failing to pay rent, failing to pay for utility costs during the term of the tenancy agreement and failing to repair damages to the premises or leave the premises in an ordinary state of cleanliness. The applicant sought an order requiring the respondent to pay the alleged rent arrears, outstanding utility costs paid on behalf of the respondent and repair and cleaning costs. The tenancy agreement was terminated in April, 2009. The applicant stated that they did not hold a security deposit.

The applicant testified that the respondent had failed to pay the rent for February, March and April, 2009 and that three cheques provided for rent had failed to clear the bank and were returned due to insufficient funds. The monthly rent for the premises was \$2186.75. The applicant also sought NSF fees of \$75.

The applicant testified that the respondent had failed to pay for the full cost of fuel during the term of the tenancy agreement and sought compensation for fuel costs paid on his behalf in the amount of \$338.80. An invoice was provided in evidence. The written tenancy agreement between the parties obligates the tenant to pay for fuel during the term of the tenancy agreement.

The applicant testified that the respondent had failed to pay for the full cost of water during the term of the tenancy agreement and sought compensation for water costs paid on his behalf in the amount of \$352.07. An invoice was provided in evidence. The written tenancy agreement between the parties obligates the tenant to pay for water during the term of the tenancy agreement.

The applicant testified that the premises were not clean at the end of the tenancy and required extensive cleaning as well as carpet cleaning to bring the premises to a state of ordinary cleanliness. An invoice for cleaning in the amount of \$774.90 was provided in evidence.

The applicant testified that the respondent failed to return the garage door openers which required the replacement of the opening mechanism. The applicant provided an invoice in evidence in the amount of \$643.65.

The applicant testified that the respondent had failed to return the keys to the premises which required the replacement of the locks. An invoice in the amount of \$194.25 was provided in evidence.

I find the respondent in breach of his obligations to pay rent, to repair damages, to leave the premises in a reasonably clean condition and to pay for utilities. I find the amounts owing the applicant to be \$8938.92 calculated as follows:

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Rent arrears	\$6560.25
NSF charges	75.00
Water costs	352.07
Fuel costs	338.80
Cleaning costs	774.90
Locksmith costs	194.25
Garage door opener	<u>643.65</u>
Total	\$8938.92

An order shall issue requiring the respondent to pay the applicant rent arrears of \$6635.25, repair and cleaning costs of \$1612.80 and utility costs of \$690.87.

Hal Logsdon
Rental Officer