

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **DEBORAH 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:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

DEBORAH KLENGENBERG

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 seven hundred fifty nine dollars and ninety four cents (\$1759.94).
2. Pursuant to section 67(4) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for overholding in the amount of two hundred sixteen dollars and sixty seven cents (\$216.67).

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of
December, 2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **DEBORAH 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:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

DEBORAH KLENGENBERG

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 9, 2009

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Sylvia Siemens, representing the applicant
Deborah Klengenberg, respondent

Date of Decision: December 17, 2009

REASONS FOR DECISION

The tenancy agreement appears to have been terminated on October 31, 2009 by the respondent's notice. The applicant provided a tenancy agreement in evidence that was made for a one year term which ended on March 31, 2008. At a previous hearing (file #10-10510, filed on November 28, 2008) the applicant's representative stated that the parties had entered into another one year term agreement on May 1, 2008 with the same terms and conditions except for a rent increase. Without any evidence to the contrary, I shall assume that agreement was automatically renewed on a month-to-month basis on May 1, 2009.

The applicant filed the application on November 3, 2009 seeking an order requiring the respondent to pay rent arrears and terminating the tenancy agreement. When the hearing was held on December 9, 2009 the applicant had taken possession of the premises and applied the security deposit to repairs, cleaning, water charges and compensation for overholding and now sought those amounts net of the retained security deposit and accrued interest. The applicant provided a notice to the respondent dated November 9, 2009 itemizing the charges against the security deposit and demanding the balance owing of \$3046.15. A statement provided in evidence at the hearing itemizes the amounts alleged owing as follows:

Balance of rent owing as at October 1/09	\$3300.00
Security deposit credit	(1325.00)
Rent - 4 days	216.67
Utilities - water	510.51
Security deposit interest	(226.03)
Cleaning - labour 6 hrs @ \$40/hr	240.00
Garbage removal from dumpster	100.00

Repairs labour rekey unit + replace screens + doorknobs	<u>230.00</u>
Balance alleged owing	\$3046.15

The applicant sought an order requiring the respondent to pay that amount.

The respondent disputed the amount of security deposit held by the applicant stating that she paid \$1900 but could not produce any evidence of payment. The landlord's statement provides little or no useful information on security deposit payments showing only one credit of \$650. I note that the tenancy agreement requires a security deposit of \$1428. At the previous hearing, the landlord's representative testified, referring to the same tenancy agreement, that the security deposit was paid in full. On the evidence I must conclude that the respondent paid a security deposit of \$1428. Neither party could provide any reliable evidence as to when the security deposit was paid so I shall assume that it was paid in accordance with the Act; 50% at the commencement of the tenancy agreement and the remainder three months later. I calculate that interest to be \$342.06.

The respondent disputed the compensation for the four days she remained in possession. The respondent stated that she was unable to arrange for carpet cleaning and was ill. She stated that a representative of the landlord told her she would not be charged for the extra days in possession. The representative of the landlord was not at the hearing nor was there any other evidence that the overholding charges had been waived. The evidence indicates that the respondent remained in possession and in my opinion, the overholding charges of \$216.67 are reasonable.

The respondent disputed the water charges stating that the tenancy agreement did not obligate her to pay for water. Article 3 of the tenancy agreement outlines the rent for the premises and the responsibility for certain services and facilities. If a box next to the service or facility is checked, it indicates that the tenant is responsible for costs related to that service or facility. Only the boxes for “electricity”, “telephone”, and “cable or satellite” are checked. The box for “water/sewer” is not checked. There is no evidence that the provisions contained in Article 3 of the tenancy agreement have been amended in any succeeding tenancy agreements. Therefore, the tenant is not responsible for the payment of water and the applicant’s request for relief for water charges paid is denied.

The respondent disputed the cleaning charges testifying that she left the premises in a clean state. There was no evidence provided by the applicant rebutting this testimony. The request for cleaning costs is therefore denied.

The respondent disputed the charges for the garbage removal from the dumpster. I assume the applicant determined that the respondent had placed inappropriate articles in the dumpster. The respondent stated that she had made numerous trips to the landfill site to dispose of large items and had not placed anything of that nature in the dumpster. There was no evidence provided by the applicant rebutting this testimony. The request for these costs is therefore denied.

The respondent disputed the costs to repair broken screens and doorknobs and to change the locks to the premises. In a letter to the landlord dated November 16, 2009 the respondent stated,

"...after close to nine years of living in that unit with 8 kids of various ages, I would think that replacing *only* three screens and a **FEW** doorknobs would be considered "normal wear and tear and NOT be billable to the tenant."

The respondent acknowledged that the keys to the premises were not returned. I respectfully disagree that broken screens and broken doorknobs are normal wear and tear and if the keys were not returned to the landlord it is reasonable to change the locks to the premises. I find the charges of \$230 to be reasonable.

The parties agreed that the balance of rent arrears on October 1, 2009 of \$3300 was accurate.

In summary, and applying the security deposit first to the repair and locksmith costs, I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$1759.94. I also find the respondent liable for compensation for overholding in the amount of \$216.67. I calculate these amounts as follows:

Security deposit	\$1428.00
Interest	342.06
Repairs/locksmith	(230.00)
Rent arrears	<u>(3300.00)</u>
Rent arrears owing applicant	\$1759.94
Overholding compensation owing applicant	\$216.67

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1759.94 and compensation for overholding of \$216.67.

Hal Logsdon

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Rental Officer