

IN THE MATTER between **CINDY L. BRODHAGEN**, Applicant, and **RITA KOVACS AND RICK JAGER**, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **INUVIK, NT.**

BETWEEN:

CINDY L. BRODHAGEN

Applicant/Landlord

- and -

RITA KOVACS AND RICK JAGER

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 one thousand two hundred fifty dollars (\$1250.00).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondents shall pay the applicant the cost of natural gas in the amount of two hundred eighty nine dollars and fifty cents (\$289.50).
3. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay

the applicant cleaning costs in the amount of six hundred twenty five dollars (\$625.00).

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of October,
2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **CINDY L. BRODHAGEN**, Applicant, and **RITA KOVACS AND RICK JAGER**, 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.

BETWEEN:

CINDY L. BRODHAGEN

Applicant/Landlord

-and-

RITA KOVACS AND RICK JAGER

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: September 28, 2010

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Cindy L. Brodhagen, applicant
Rick Jager, respondent

Date of Decision: September 28, 2010

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on July 29, 2010.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent, failing to pay for natural gas during the term of the tenancy agreement and failing to leave the premises in a reasonable state of cleanliness. The applicant sought an order requiring the respondents to pay the alleged rent arrears, natural gas costs and cleaning costs.

The applicant stated that the tenancy agreement between the parties was oral in nature and that the monthly rent was \$1250 plus the cost of natural gas. The applicant testified that the rent for July, 2010 had not been paid and a natural gas bill of \$289.50 remained unpaid. The applicant also stated that the premises required extensive cleaning after the tenants vacated, costing her \$625. Invoices for the cleaning and photographs of the premises were provided in evidence.

The respondent did not dispute the allegations.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$1250 and the outstanding natural gas charges to be \$289.50. I find the cleaning charges of \$625 to be reasonable.

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An order shall issue requiring the respondents to pay the applicant rent arrears of \$1250, natural gas charges of \$289.50 and cleaning costs of \$625.

Hal Logsdon
Rental Officer