

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **RANDI HEISLER**, Respondent;

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 **YELLOWKNIFE, NT**.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

RANDI HEISLER

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 one hundred nine dollars and forty eight cents (\$1109.48).

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of June, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **RANDI HEISLER**, 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:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

-and-

RANDI HEISLER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 23, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant
Randi Heisler, respondent

Date of Decision: June 1, 2012

REASONS FOR DECISION

The applicant alleged that the respondent had abandoned the rental premises on or about May 3, 2012 when they took possession. The applicant retained the security deposit (\$1175) and accrued interest (\$3.50) applying it to carpet cleaning (\$300), general cleaning and garbage removal (\$350) re-keying of doors (\$87.50), repair and painting of walls, installation of a smoke detector and a towel bar (\$580) storage of abandoned goods (\$200) removal of an abandoned automobile (\$300) and rent arrears for April, 2012 and 3 days in May, 2012 (\$1370.48) resulting in a balance owing of \$2009.48. The applicant sought an order requiring the respondent to pay that amount.

The respondent provided a copy of the check-in report in evidence and stated that she did not receive a check-out report. The applicant did not produce a copy of the check-out report but testified that both reports were completed and since the unit was abandoned, the check-out report was sent to the respondent's last known address.

The respondent stated that she called the landlord on May 1st or 2nd and informed them that she had moved out. She acknowledged that she did not return the keys. She did not dispute the April arrears but felt she should only pay 1-2 days of rent for May.

The respondent did not dispute the cleaning charges but disputed the carpet cleaning charges stating that the carpet was old and stained when she moved in and should have been replaced. She acknowledged that she failed to vacuum the carpet before she vacated and that she kept a cat in the apartment.

The respondent disputed the requirement to repair and paint three walls, stating that only one wall required repair. She acknowledged the damage to the towel bar and stated that the smoke detector was not missing or damaged but only needed to be re-installed.

I am satisfied that the check-out inspection report was completed. Because the tenant abandoned the premises leaving no forwarding address, it is reasonable to assume that the landlord was unable to ensure she received a copy of the report or had an opportunity to participate in the inspection.

In my opinion the three days of May, 2012 rent is reasonable. Just when the respondent moved out or when the landlord was verbally notified is uncertain. The applicant took possession of the premises in a timely manner given the circumstances I find rent arrears of \$1370.48.

In my opinion the charges for the carpet cleaning are also reasonable. The respondent kept a cat in the apartment and failed to vacuum the carpet before moving out. The carpet, regardless of condition should have been left reasonably clean and professional cleaning when a cat or dog is kept in the premises is not unreasonable.

The storage and towing charges for the abandoned automobile are denied. Abandoned personal property of value can be removed from the premises but an inventory must be completed and filed with a rental officer and the goods safely stored for 60 days. The landlord may demand the removal and storage costs before releasing the goods to the tenant or if the goods are not claimed

may seek permission from a rental officer to sell them and apply the proceeds toward the removal and storage costs. There is no other remedy for recovery of these costs in the Act.

Without at least a check out inspection report or other evidence indicating the wall damage, I can not accept that three walls required repair. I accept the respondent's testimony that only one wall was damaged and the applicant's testimony that the cost to patch and paint one wall is about \$120. I shall also allow \$60 for the replacement of the towel bar. The labour for the smoke detector installation is negligible.

In summary, applying the security deposit and accrued interest first to repair and cleaning costs, I find rent arrears of \$1109.48, calculated as follows:

Security deposit	(\$1175.00)
Interest	(3.50)
Carpet Cleaning	300.00
General cleaning/garbage removal	350.00
Re key premises	87.50
Wall, towel bar repair	180.00
Rent arrears	<u>1370.48</u>
Total owing applicant	\$1109.48

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1109.48.

Hal Logsdon
Rental Officer