

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **MELBA MITCHELL AND MIRANDA MITCHELL**, 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:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**MELBA MITCHELL AND MIRANDA MITCHELL**

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 two hundred twenty eight dollars and three cents (\$228.03).

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of April, 2013.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **MELBA MITCHELL AND MIRANDA MITCHELL**, 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:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

-and-

**MELBA MITCHELL AND MIRANDA MITCHELL**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** March 19, 2013

**Place of the Hearing:** Inuvik, NT

**Appearances at Hearing:** Bright Lubansa, representing the applicant  
Melba Mitchell, respondent  
Miranda Mitchell, respondent

**Date of Decision:** April 11, 2013

### **REASONS FOR DECISION**

The applicant alleged that the respondents abandoned the premises on or about February 1, 2013.

The applicant retained the security deposit (\$1575) and accrued interest (\$250.97) applying it against rent arrears (\$3276) patching and painting (\$4300), door replacement (\$288), cupboard repair (\$190) and GST (\$238.90) resulting in an amount owing to the applicant of \$6466.93. The applicant sought an order requiring the respondents to pay that amount.

The applicant provided a statement of account indicating a balance owing of \$6466.93, photographs and inspection reports in evidence.

The respondents testified that they had made several complaints to the landlord about water infiltration and mould, particularly in the bathroom, but the landlord had never addressed the problem. They testified that they told the landlord that they would not be renewing the tenancy agreement for another term and would vacate the premises on November 30, 2012. They stated that they did vacate the premises on that date but did not give any written notice. The respondents stated that they could no longer live in the unit due to it's condition and health problems which they attributed to the mould.

The applicant stated that they did not receive the keys to the premises until February 13, 2013 and were not made aware that the respondents had vacated the premises. The exit inspection report is dated February 8, 2013. The statement indicates that the respondents paid the monthly

rent on a reasonably regular basis. At November 30, 2012 they enjoyed a credit balance of \$62. Only one rent payment of \$462 was made after that date which was paid by the *Income Security Program* for December. Given the receipt of that payment, no returned keys or any written notice, it was not entirely unreasonable for the applicant to assume the tenants had remained in possession. However, in my opinion, the applicant should have begun to suspect later in December that the respondents were no longer in possession. In my opinion the applicant should have inspected the premises on or before January 1, 2013 and declared it abandoned. I will assume a reasonable abandonment date of December 31, 2012. The rent owing as at that date was \$1376.

I find the repair costs for the cabinets and the doors to be reasonable and supported by the inspection reports and photographs. The applicant stated that the premises had not been painted for eight years. Assuming a useful life of paint to be 5 years, I find the painting costs to be fully depreciated. The patching costs are not segregated. Reviewing the inspection reports and photographs, it is clear that some of the necessary patching is the result of tenant damage. Other areas appear to be the result of water infiltration or condensation causing the drywall seams and areas around windows to deteriorate. These are not tenant damage. In my opinion, the labour and material to patch the areas of tenant damage should cost no more than \$200.

Applying the security deposit and accrued interest first to repair costs, I find rent arrears owing to the applicant of \$228.03, calculated as follows:

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Security deposit	(\$1575.00)
Interest	(250.97)
Patching	200.00
Door repair	288.00
Cupboards	190.00
Rent arrears	<u>1376.00</u>
Amount owing applicant	\$228.03

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$228.03.

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Hal Logsdon  
Rental Officer