

IN THE MATTER between **Hamlet of Fort Liard Social Housing**, Applicant, and
Derwin Kotchea and Victoria Klondike, 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, **Adelle Guigon**, Deputy Rental Officer,
regarding a rental premises within **the hamlet of Fort Liard in the Northwest
Territories**.

BETWEEN:

HAMLET OF FORT LIARD SOCIAL HOUSING

Applicant/Landlord

- and -

DERWIN KOTCHEA and VICTORIA KLONDIKE

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 42(3)(e) and 45(4)(d) of the *Residential Tenancies Act*, the respondents must compensate the applicant for cleaning of the rental premises known as #802, 8 Black Water Road, in Fort Liard, Northwest Territories, labour related to replacement of the refrigerator, and the depreciated value to replace the refrigerator, in a total amount of \$836.03 (eight hundred thirty-six dollars three cents).

DATED at the City of Yellowknife in the Northwest Territories this 12th day of May
2014.

Adelle Guigon
Deputy Rental Officer

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-and-

DERWIN KOTCHEA and VICTORIA KLONDIKE

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	April 25, 2014
<u>Place of the Hearing:</u>	Fort Liard, Northwest Territories, via teleconference
<u>Appearances at Hearing:</u>	Ellen McLeod, representing the applicant Victoria Klondike, respondent
<u>Date of Decision:</u>	April 25, 2014

REASONS FOR DECISION

Hamlet of Fort Liard Social Housing, the applicant/landlord, made an application to a rental officer against Derwin Kotchea and Victoria Klondike, the respondents/tenants, which was filed by the Rental Office February 11, 2014. The application was made regarding a residential tenancy agreement for the rental premises known as #802, 8 Black Water Road, in Fort Liard, Northwest Territories. The applicant served a copy of the filed application package on the respondents by registered mail signed for April 9, 2014.

The applicant alleged the respondents had vacated the rental premises, leaving it in an unclean condition and causing irreparable damage to the refrigerator due to neglect. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for April 25, 2014. Ms. Ellen McLeod appeared at hearing representing the applicant; Ms. Victoria Klondike appeared at hearing representing the respondents.

Ms. McLeod testified that the respondents had been tenants with the applicant for approximately eight years until they vacated the rental premises in October 2013. At a hearing held November 27, 2013, regarding Rental Officer file #10-13658, Ms. McLeod agreed to give Ms. Klondike more time to complete the cleaning of the rental premises, reserving her right to apply in the future for costs should Ms. Klondike fail to do the work. On January 3, 2014, Ms. McLeod learned that Ms. Klondike had failed to satisfactorily clean the rental premises and Ms. McLeod hired workers to effect the work required. During the completion of this work it was determined that food which had been left to rot in the unpowered refrigerator had left it in an unusable condition; repeated attempts to clean and deodorize the refrigerator were unsuccessful. Ms. McLeod requested an order for the cost of cleaning the rental premises in the amount of \$426.70, the cost of labour to remove the damaged refrigerator and install a new one in the amount of \$36, and the purchase price of a new refrigerator in the amount of \$800.

Ms. Klondike did not dispute any of the claims made by Ms. McLeod and agreed to pay the costs ordered. When asked the age of the refrigerator which needed to be replaced, both parties agreed the rental premises had been newly renovated when Ms. Klondike and Mr. Kotchea moved in, and believed the refrigerator was at least as old – eight years. Neither party was certain whether the refrigerator was the same one that was present prior to the renovations being conducted. I

determined at hearing that if Ms. McLeod could provide evidence that the refrigerator was of an age other than eight years then I would calculate the depreciated value of the refrigerator accordingly; however, if Ms. McLeod was unable to provide that information by May 9, 2014, I would calculate the depreciated value based on an age of eight years. Ms. McLeod failed to confirm the age of the refrigerator, therefore I will determine the age of the refrigerator to be eight years. Based on the replacement cost of the refrigerator being \$800 and the life expectancy of refrigerators to be 15 years, I calculate the depreciated value of the refrigerator to be \$373.33.

I find Ms. Klondike has failed to comply with her obligation to clean the rental premises and caused irreparable damage to the refrigerator therein. The costs associated with the required cleaning and repair are totalled as follows:

Cleaning costs	\$426.70
Labour costs re: refrigerator	\$36.00
Depreciated replacement cost of refrigerator	\$373.33
TOTAL COSTS	\$836.03

An order will issue for Mr. Kotchea and Ms. Klondike to compensate the applicant for costs associated with the cleaning of the rental premises and replacement of the refrigerator in the total amount of \$836.03.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Applicant's charges for cleaning unit and replacement of refrigerator correspondence to respondent dated January 30, 2014
- Exhibit 2: General ledger transactions listing from January 6 to 17, 2014
- Exhibit 3: Hamlet of Fort Liard invoice number 1085 dated January 17, 2014
- Exhibit 4: Applicant's updated file summary dated April 23, 2014
- Exhibit 5: Lease balance statement for rent and tenant damage charges from April 1, 2012, to February 24, 2014