

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Michelle Cooke**,  
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, **Adelle Guigon**, Deputy Rental Officer,  
regarding a rental premises within **the town of Inuvik in the Northwest Territories**.

BETWEEN:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**MICHELLE COOKE**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 45(4)(d) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears and compensation for professionally steam cleaning the hallway carpet in the amount of \$1,945.93 (one thousand nine hundred forty-five dollars ninety-three cents).
2. Pursuant to sections 41(4)(c) and 54(4) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as #105, 20 Bootlake Road, in Inuvik, Northwest Territories, is terminated May 15, 2014, and the respondent must vacate the rental premises on or before that date.

3. Pursuant to section 63(4)(b) of the *Residential Tenancies Act*, the respondent must compensate the applicant for use and occupation of the rental premise after May 15, 2014, at a rate of \$37.81 per day.

DATED at the City of Yellowknife in the Northwest Territories this 6th day of May 2014.

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Adelle Guigon  
Deputy Rental Officer

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**MICHELLE COOKE**

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**REASONS FOR DECISION**

**Date of the Hearing:** April 22, 2014

**Place of the Hearing:** Inuvik, Northwest Territories

**Appearances at Hearing:** Bright Lubansa, representing the applicant  
Aru Vashisht, representing the applicant

**Date of Decision:** April 22, 2014

### **REASONS FOR DECISION**

An application to a rental officer made by NPR Limited Partnership as the applicant/landlord against Michelle Cooke as the respondent/tenant was filed by the Rental Office March 6, 2014. The application was made regarding a residential tenancy agreement for the rental premises known as #105, 20 Bootlake Road, in Inuvik, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail deemed served April 1, 2014, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act).

The applicant alleged in the application the tenant had accumulated rental arrears and requested an order for payment of the rental arrears, termination of the tenancy agreement, and eviction. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for April 22, 2014. Mr. Bright Lubansa and Ms. Aru Vashisht appeared representing the applicant. Ms. Michelle Cooke was served a notice of attendance by registered mail deemed served April 4, 2014, pursuant to section 71(5) of the Act. Neither Ms. Cooke nor anyone representing her appeared at the hearing. The hearing proceeded in her absence pursuant to section 80(2) of the Act.

Mr. Lubansa requested an amendment to the application to include allegations of failing to keep the rental premises in a state of ordinary cleanliness, causing damages to the rental premises, and failing to comply with rental officer order 20-13691. In the interest of fairness to Ms. Cooke, who is not present to be made aware of this request and speak to the allegations, and in an effort to give the applicant the opportunity to prepare a complete package on the additional subject matter, I denied Mr. Lubansa's request to amend the application to address all the said costs. I did, however, agree to consider the condition of the rental premises and the complaints from Ms. Cooke's neighbours and the landlord regarding the condition of the rental premises in the current application for termination of the tenancy agreement, and I agreed to consider the breach of rental officer order 20-13691 with respect to professionally steam cleaning the hallway.

Mr. Lubansa testified that Ms. Cooke has been a tenant with the applicant since March 1, 2013. The lease agreement signed by the parties indicated electricity for the unit was to be the tenant's responsibility, and it was understood that Ms. Cooke was supposed to transfer the electricity account to her name. She did not do this and the electricity bills continue to go to the landlord for

payment. The landlord neglected to apply the bill for March 2013 to Ms. Cooke's account; admitting the administrative error on their part, the landlord did not request payment of that electricity bill. The electricity bills for which the landlord is claiming compensation as part of the rent are for the months of April 2013 to April 2014 and total \$1,626.88. As well, the landlord is claiming administration fees of \$162.05 representing compensation for the additional administrative burden of satisfying the electricity bills. The tenant made a payment of \$200 on February 3, 2014, directly towards the outstanding electricity bills, therefore the compensation the landlord is requesting is \$1,626.88 plus \$162.05 less \$200 for a total of \$1,588.93.

When Ms. Cooke initially moved into the rental premises she owned a pet dog, for which the landlord applied a monthly pet fee to her account. In early September 2013 the pet was removed from the premises by the Town of Inuvik's by-law department due to animal cruelty; the pet fees ceased to apply as of October 2013. In March 2014 the landlord learned Ms. Cooke had obtained a new pet dog sometime in January 2014; monthly pet fees were again applied for January to April 2014. In April 2014 this second pet was removed from the premises by the Town of Inuvik's bylaw department due to animal cruelty. The landlord is claiming pet fees for 11 months over the course of the tenancy as part of the rent in the amount of \$750 less payments made by the tenant totalling \$450, for a total claimed amount for pet fees of \$300.

Mr. Lubansa further testified with respect to the second pet that the complaints were not only regarding the odour emanating from Ms. Cooke's rental premises but were also regarding the pet being loose within the residential complex and behaving aggressively towards both tenants and tenants' pets, as well as employees of the landlord. One complaint referenced an incident in which Ms. Cooke's pet bit another pet, drawing blood. Fear was expressed for the safety of the other tenants in the residential complex. Mr. Lubansa testified that Ms. Cooke indicated she was unable to control the dog.

Payments were made towards Ms. Cooke's rent account on a regular monthly basis, however the amounts paid were not sufficient to cover the amount of rent including the pet fees and electricity bills. The landlord began applying late payment penalties in accordance with the Act in August 2013. The total late payments penalties accumulated to date and claimed as part of the rent total \$57.

During the time Ms. Cooke owned the second dog she had permitted the dog to relieve itself in the apartment and failed to care for it, causing a pervasive odour of feces and waste to invade not only her own apartment but the hallway and neighbouring apartments as well. An inspection of the rental premises was conducted on March 5, 2014, following numerous complaints from other tenants of the building regarding the odour. The inspection confirmed the state of the apartment with a new dog present, fresh feces on the living room carpet, and several garbage-filled bags in the storage room. Mr. Lubansa testified this was essentially a repeat of the same scenario from the previous year for which rental officer order 20-13691 was issued.

In the previous instance the damages resulting from attempting to flush an excessive amount of dog feces down the toilet resulted in flooding of Ms. Cooke's apartment, a vacant apartment next door, and the hallway carpet; rental officer order 20-13691 ordered Ms. Cooke to professionally steam clean the premises and hallway carpet, which was not done. The hallway remained in a sewage-stained state until the landlord took the initiative to professionally steam clean it in March 2014; the cost of \$200 for this work is being claimed at this time by the landlord as Ms. Cooke was aware of her obligation to have the hallway professionally cleaned, she was informed that it was not satisfactorily completed, she did not provide the landlord with a receipt from a professional cleaner proving satisfaction of rental officer order 20-13691, and the odour and unsanitary condition of the public hallway could not be left as it was. The remaining conditions of rental officer order 20-13691 will be addressed in a future application for compensation for tenant damages to be made by the landlord. The requirement of the professional steam cleaning speaks to the extent of the unsanitary condition of the apartment and complex as a result of Ms. Cooke's actions, validating the landlord's request for termination of the tenancy agreement and eviction in order to prevent further damages. Justification for termination of the tenancy agreement was also demonstrated by the failure of Ms. Cooke to pay her rent in full.

#### *Tenancy agreement*

The lease agreement entered into evidence was made between the parties February 26, 2013, for a fixed-term tenancy from March 1, 2013, to February 28, 2014, after which it was automatically renewed as a month-to-month tenancy pursuant to section 49(1) of the Act. I am satisfied a valid tenancy agreement is in place.

*Rental arrears*

The lease balance sheet entered into evidence is the landlord's accounting of the application of rent and related charges and payments made against the account. I am satisfied it accurately represents the charges applied by the landlord and payments made on behalf of the tenant.

The Act defines rent as including amounts for services and facilities, whether or not charged separately. Services and facilities are defined as including utilities and related services. The lease agreement the parties entered into identified electricity as not included in the monthly rent amount, that electricity was the tenant's responsibility in addition to the monthly rent. The landlord was forced to pay the electricity costs when Ms. Cooke did not. The landlord incurred an unexpected administrative burden as a direct result of Ms. Cooke's failure to comply with her obligation to pay her electricity bill herself. The landlord's application of an administrative fee to recover the administrative costs is not unreasonable and I will allow the claim for the costs of the electricity bills plus administrative fees.

The lease agreement specifies in section 3.0 the addition of a \$50-per-month pet fee to the rent, acknowledging and consenting to Ms. Cooke's first pet. When the first pet was removed from the rental premises in September 2013 the \$50 fee ceased to be applied starting in October 2013. Section 5.11 of the lease agreement specified the application of a \$50-per-month pet fee would be applied for any pets the landlord did not give written consent for. The landlord did not give written consent for Ms. Cooke's second pet, and was not made aware of the pet's presence until complaints were received from other tenants. The landlord learned in April 2014 that the second pet had arrived in Ms. Cooke's premises some time in January 2014 and applied the pet fee for January, February, March, and April; the lease balance statement, however, reflects a charge of \$400 for those four months, which is double the amount which should have been charged in accordance with the lease. Although I did state at hearing a finding of rental arrears which included the full \$400 charge for the second dog, in review of the evidence I must revise the allowable claim for outstanding pet fees. There are 11 months for which pet fees should be applied at \$50 per month, totalling \$550; Ms. Cooke had accumulated payments throughout the tenancy applied towards the pet fees of \$450 resulting in current outstanding pet fees of \$100.

The Act permits the landlord to apply a late payment penalty for rent which is not paid on time; the *Residential Tenancies Regulations* further specify the maximum late payment penalty which can be applied by a landlord for late rent. The resident ledger supports the claim that Ms. Cooke was consistently late paying her rent, with a continuous balance owing since the start of the tenancy; it further reflects the application of a minimal late payment penalty being applied monthly starting in August 2013. I am satisfied the landlord has applied late payment penalties in accordance with the Act and I will allow the claim for late payment penalties.

The total rental arrears are calculated as follows:

Electricity bills and administration fees	\$1,588.93
Pet fees	\$100.00
Late payment penalties	\$57.00
<b>TOTAL RENTAL ARREARS</b>	<b>\$1,745.93</b>

*Compensation for hallway cleaning*

Rental officer order 20-13691 dated October 29, 2013, required Ms. Cooke to professionally clean and deodorize the carpets in the premises and affected areas of the hallway. According to Mr. Lubansa's testimony, Ms. Cooke was reminded of her obligation to comply with the order and the landlord requested a copy of the receipt from the professional cleaner to prove the work was completed; this was not provided and an inspection conducted in March 2014 by the landlord confirmed that while the hallway may have been vacuumed it had not been professionally steam cleaned and remained significantly malodorous and unsanitary. The landlord had the hallway carpet professionally cleaned. I find Ms. Cooke in breach of rental officer order 20-13691 with respect to the hallway carpet cleaning. The landlord's claim for compensation of the associated steam cleaning costs of \$200 is allowed.

*Termination of the tenancy agreement and eviction*

The landlord has established Ms. Cooke's failure to pay her rent on time, to pay it in full, and to maintain the rental premises in a state of ordinary cleanliness. The landlord has provided evidence of conditions which have disturbed the quiet enjoyment of the rental premises and residential complex for other tenants and the landlord. The landlord has further established Ms.



Cooke's apparent disrespect not only for the condition of the landlord's property but also for the safety of the other occupants of the residential complex. I am satisfied an order terminating the tenancy agreement and evicting Ms. Cooke from the rental premises is justified.

An order will issue requiring Ms. Cooke to pay rental arrears in the amount of \$1,745.93, terminating the tenancy agreement on May 15, 2014, evicting Ms. Cooke from the rental premises on May 16, 2014, and requiring Ms. Cooke to pay \$37.81 for each day she remains in the rental premises after May 15, 2014. The eviction order will follow under separate cover.

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Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Resident ledger dated February 24, 2014
- Exhibit 2: Lease agreement made February 26, 2013
- Exhibit 3: Resident ledger dated April 22, 2014
- Exhibit 4: Set of six applicant invoices for electricity bills
- Exhibit 5: Set of three applicant memo information forms regarding tenant complaints
- Exhibit 6: Applicant's unit cleanliness correspondence to respondent dated August 13, 2013
- Exhibit 7: Applicant's report of animal cruelty correspondence to the Town of Inuvik dated August 30, 2013
- Exhibit 8: Applicant's unit inspection and carpet steaming correspondence to respondent dated August 30, 2013
- Exhibit 9: Applicant's outstanding balance correspondence to respondent dated February 17, 2014
- Exhibit 10: Applicant's eviction notice correspondence to respondent dated March 5, 2014
- Exhibit 11: Applicant's termination of lease agreement correspondence to respondent dated March 6, 2014
- Exhibit 12: Applicant's outstanding balance correspondence to respondent dated March 14, 2014
- Exhibit 13: Applicant's uncontrolled dog in Lakeview Apartment correspondence to the Town of Inuvik dated April 7, 2014