

IN THE MATTER between **Byron Blyth**, Applicant, and **Brendan Tsetso and Courtney Tsetso**, 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 village of Fort Simpson in the Northwest Territories**.

BETWEEN:

BYRON BLYTH

Applicant/Landlord

- and -

BRENDAN TSETSO and COURTNEY TSETSO

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents must pay to the applicant rental arrears in the amount of \$799.93 (seven hundred ninety-nine dollars ninety-three cents).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents must compensate the applicant for repairs in the amount of \$250.00 (two hundred fifty dollars).

DATED at the City of Yellowknife in the Northwest Territories this 9th day of June 2014.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Byron Blyth**, Applicant, and **Brendan Tsetso and Courtney Tsetso**, 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 **Adelle Guigon**, Deputy Rental Officer.

BETWEEN:

BYRON BLYTH

Applicant/Landlord

-and-

BRENDAN TSETSO and COURTNEY TSETSO

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	May 27, 2014
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Byron Blyth, applicant Caitlin Blyth, representing the applicant Brendan Tsetso, respondent Courtney Tsetso, respondent
<u>Date of Decision:</u>	June 6, 2014

REASONS FOR DECISION

An application to a rental officer made by Byron Blyth as the applicant/landlord against Brendan Tsetso and Courtney Tsetso as the respondents/tenants was filed by the Rental Office March 13, 2014. The application was made regarding a residential tenancy agreement for the rental premises known as 9414 - 101 Street in Fort Simpson, Northwest Territories. The applicant served a copy of the filed application on the respondents by registered mail signed for March 24, 2014.

The applicant alleged the respondents had failed to terminate their tenancy agreement in accordance with the *Residential Tenancies Act* (the Act), failed to clean the rental premises upon vacating, and caused damages to the rental premises. Evidence submitted is listed in Appendix A attached to this order.

A hearing was original scheduled for May 21, 2014, however due to a scheduling conflict for the respondents and by mutual consent of all parties, the hearing was rescheduled to May 27, 2014. Mr. Byron Blyth and Ms. Caitlin Blyth appeared for the applicant; Mr. Brendan Tsetso and Ms. Courtney Tsetso appeared for the respondents.

The parties entered into a periodic month-to-month tenancy agreement for the rental premises on December 16, 2013. The respondents paid a security deposit of \$500 and took possession of the rental premises on that day. The parties agreed the tenants had taken early possession of the rental premises and that the period of the tenancy was from the first to last day of a given month. A written entry inspection report was not completed when the tenants took possession of the premises.

The parties agreed that permission was given for a professional painter to paint the premises during the latter half of December 2013, after the tenants had taken possession. The respondents acknowledged they had in fact personally painted the baseboards, jambs, and casements in what was called the “warm” room.

The parties agreed that the respondents had mentioned verbally they expected to move out, but no firm date was given nor was notice terminating the tenancy given in writing in accordance with the Act. There is indication that in February 2014 the parties attempted to verbally agree on compensation for the rent for March, however the agreed upon transactions did not occur and the parties were left without any assurances as to occupancy, vacancy dates, or compensation. The applicant testified they had in fact warned the respondents that if they did not follow through on the agreed upon transaction by March 10th the applicants would be seeking compensation for the full month's rent; the respondents confirmed they were unable to reach the applicant and did not pursue making the agreed upon payment. No monies were received from the respondents for the March 2014 rent.

On or about March 9th Ms. Blyth entered the rental premises in an effort to determine whether or not the respondents still occupied it. She observed that while the majority of the household items had been removed, a few items had been left behind, the fridge was still full, the sink, washer, and dryer were dirty, and the oven needed to be cleaned. She also discovered the painting of the baseboards, trims, and casements in the "warm" room was poorly done and had left paint marks on the walls and laminate wood floors. Ms. Blyth took photographs of the premises that day, which were submitted into evidence. The applicant claimed costs for the repair of the paint damage – which the applicants repaired themselves – in the amount of \$250 for three days of work.

The respondents testified that they had moved out of the rental premises slowly throughout the month of March and that Ms. Tsetso had re-entered the premises after March 9th to complete the cleaning that was required. They agreed they were fully moved out of the rental premises by March 31, 2014. The applicant confirmed they were able to secure new tenants for April 1, 2014.

There was some disagreement between the parties regarding issues for which neither party was seeking compensation or resolution, and these issues will not be discussed here by me as they are mute.

The applicant is seeking compensation for the full amount of rent for the month of March, less the security deposit, and compensation for repairing the paint damage in the "warm" room. The respondents indicated they are prepared to pay the \$500 the parties agreed on in February as compensation.

Tenancy agreement

The residential house tenancy agreement signed by the parties on December 16, 2013, was entered into evidence. It specifies a month-to-month tenancy starting December 16, 2013, with rent due the first pay day of each month in the amount of \$1,300 and a security deposit of \$500. The parties did not dispute the validity of this tenancy agreement, and I am satisfied a valid tenancy agreement was in place.

Termination of the tenancy agreement and security deposit

The tenancy agreement indicated and the parties agreed that the security deposit of \$500 was paid by the respondents on December 16, 2013. The respondents did not give written notice of their intention to vacate the rental premises in accordance with either the tenancy agreement or the Act. The respondents testified they officially and finally vacated the rental premises March 31, 2014. There was no indication that the applicant has returned the security deposit to the tenants. I find the tenancy was terminated March 31, 2014, by the respondents' act of vacating the rental premises on or before that date, and I find the applicant owes the respondents the security deposit plus interest in the amount of \$500.07.

Rental arrears

The parties agreed in testimony that no rent had been paid for the month of March 2014. I find the respondents owe the applicant rental arrears in the amount of \$1,300. The security deposit will be applied to the rental arrears, resulting in a remaining rental arrears amount of \$799.93.

Repairs

A set of 39 photographs taken March 9, 2014, was submitted into evidence by the applicant. They represent the paint damages in the "warm" room, the full fridge, the dirty sink, washer, dryer, and oven, and some miscellaneous items that remained in the premises on that date. Ms. Tsetso testified that she had returned to the rental premises after March 9th to complete the cleaning and her testimony on this matter was not disputed. I am satisfied Ms. Tsetso completed the cleaning. Ms. Blyth testified they had spent three days repairing the paint damage in the "warm" room; the respondents did not contest this and acknowledged their responsibility for the paint damage. The applicant claimed a cost of \$250 for the repair of the paint damage, which they did the work for themselves. I find this claim to be reasonable and find the respondents owe the applicants \$250 for the repair of the paint damage in the "warm" room.

Exhibits not considered

Exhibits 1, 5, and 7 were not accepted and considered as evidence as there was no clear identification of who the conversations were between or when they actually occurred.

Exhibit 4 was not accepted or considered as evidence as it was not a signed document from which any assurance of its authenticity could be made.

Exhibit 8 was not accepted and considered as evidence as the attached screen shots were unreadable and therefore of no value.

An order will issue for the respondents to pay to the applicant rental arrears in the amount of \$799.93 and to compensate the applicant for repairs in the amount of \$250.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Set of screen shots of texts and Facebook conversations

Exhibit 2: Residential house tenancy agreement signed December 16, 2013

Exhibit 3: E-mail from Caitlin Jaffray dated May 8, 2014, with 39 photographs taken March 9, 2014, and one photograph taken March 31, 2014, attached

Exhibit 4: Termination of rental agreement form dated February 28, 2014 (unsigned)

Exhibit 5: Set of screen shots of texts

Exhibit 6: Written submission by respondents dated May 20, 2014

Exhibit 7: Set of text messages between Brendan Tsetso and Byron Blyth dated between February 13 and March 10, 2014

Exhibit 8: E-mail from Caitlin Jaffray dated May 26, 2014, with five screen shots of photograph folders