

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
EUNICE MITCHELL AND KAREN 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 -

EUNICE MITCHELL AND KAREN 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 three hundred thirty one dollars and eighty seven cents (\$331.87).

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of July,
2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
EUNICE MITCHELL AND KAREN 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-

EUNICE MITCHELL AND KAREN MITCHELL

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: June 16, 2014

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Aru Vashisht, representing the applicant

Date of Decision: July 3, 2014

REASONS FOR DECISION

The respondents were sent Notices of Attendance by registered mail. At the time of the hearing there was no confirmation of delivery but Canada Post confirmed that an attempted delivery was made on May 22, 2014 and a notice left indicating where the item could be picked up. In my opinion, it is not unreasonable to deem the notice delivered in accordance with section 71(5) of the *Residential Tenancies Act*. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant alleged that the respondents abandoned the rental premises but was unsure of when the respondents moved out. The rent statement, provided in evidence by the applicant notes that the tenancy ended on April 4, 2014 but the exit inspection report was signed by the landlord and the tenant's representative on April 1 and the exit report states that the tenancy was terminated on March 31, 2014. An email from Karen Mitchell to the landlord dated January 31, 2014 indicates that the respondents intended to vacate on March 01, 2014.

The applicant charged the full amount of rent (\$1500) for April, 2014. The applicant retained the security deposit (\$1500) and interest (\$0.13) applying it to general cleaning (\$350), carpet cleaning (\$250), patching and painting walls (\$200) and rent arrears (\$3032) resulting in a balance owing the applicant of \$2331.87. The applicant sought relief in that amount.

The application is dated April 4, 2014 but was not received or filed until April 23. The

application seeks an order requiring the respondents to pay rent arrears, termination of the tenancy agreement and eviction suggesting that the tenant was still in possession on that date. However, as noted earlier, the landlord signed and dated the exit inspection on April 1 with a representative of the tenant. Clearly the tenant had given up possession by this date and the same document indicates that the tenancy agreement was terminated on March 31, 2014. On the balance of probabilities, I find that this tenancy agreement was abandoned on March 31, 2014. That being the case, the April, 2014 rent had not come due. I find rent arrears as at March 31, 2014 to be \$1532 calculated as follows:

Balance as per statement (March 10/14)	\$1513
Late rent penalties applied in April/14	<u>19</u>
Total	\$1532

The exit inspection report indicates that the refrigerator was not clean, the entry required sweeping, bedroom walls were dirty and the bathroom mirror required cleaning. The applicant has charged \$350 for cleaning and has indicated other areas on the statement requiring cleaning that are marked as acceptable on the inspection report. Using the inspection report as a guide, I find the cleaning charges excessive. In my opinion the cleaning indicated by the inspection report could be completed for \$100.

The applicant has also charged \$250 to steam clean the carpets. The exit report indicates that the carpets were steam cleaned at the end of the tenancy but required vacuuming which I assume could be done within the costs permitted for general cleaning. The applicant's request for relief of \$250 for steam cleaning is denied.

Taking in to consideration the retained security deposit and interest and applying it first to cleaning and repair costs, I find remaining rent arrears of \$331.87 calculated as follows:

Security deposit	(\$1500.00)
Interest	(0.13)
Rent arrears	1532.00
Cleaning	100.00
Patch and paint	<u>200.00</u>
Total due applicant	\$331.87

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$331.87. The applicant is granted leave to make a future application regarding compensation for lost rent provided it is filed within the time limitation imposed by section 68(1) of the *Residential Tenancies Act*.

Hal Logsdon
Rental Officer