

IN THE MATTER between **Catherine Cockney**, Applicant, and **James Coxford**,
Respondent;

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,
regarding a rental premises located within the **town of Inuvik in the Northwest
Territories.**

BETWEEN:

CATHERINE COCKNEY

Applicant/Landlord

- and -

JAMES COXFORD

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent must pay rental arrears in the amount of \$498.99 (four hundred ninety-eight dollars ninety-nine cents).
2. Pursuant to sections 42(3)(e) and 45(4)(d) of the *Residential Tenancies Act*, the respondent must compensate the applicant for costs associated with the repair of damages and cleaning of the rental premises known as 1 Reliance Street in Inuvik, Northwest Territories, in the amount of \$1,487.73 (one thousand four hundred eighty-seven dollars seventy-three).

DATED at the City of Yellowknife in the Northwest Territories this 25th day of August
2014.

Adelle Guigon
Deputy Rental Officer

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REASONS FOR DECISION

<u>Date of the Hearing:</u>	August 20, 2014
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Catherine Cockney, applicant
<u>Date of Decision:</u>	August 22, 2014

REASONS FOR DECISION

An application to a rental officer made by Catherine Cockney as the applicant/landlord against James Cxford and Alexandra Inlangasuk as the respondents/tenants was filed by the Rental Office May 23, 2014. The application was made regarding a residential tenancy agreement for the rental premises known as 1 Reliance Street in Inuvik, Northwest Territories. The applicant personally served a copy of the filed application on June 6, 2014.

The applicant alleged the respondents had abandoned the rental premises, failed to fill the fuel tank, caused damages to the rental premises, and left the yard and driveway in an unclean state. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for August 20, 2014. Ms. Catherine Cockney appeared as applicant. Mr. James Cxford and Ms. Alexandra Inlangasuk were served notices of attendance by registered mail signed for August 6, 2014. Neither Mr. Cxford nor Ms. Inlangasuk appeared at hearing, nor did anyone appear to represent them. The hearing proceeded in their absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Ms. Cockney testified that the respondents had entered into a residential tenancy agreement for the rental premises known as 1 Reliance Street in Inuvik, Northwest Territories, on August 31, 2013. The agreement was for a fixed-term from September 1, 2013, to September 30, 2014.

The written tenancy agreement specifies James Cxford only as the tenant. Although both Mr. Cxford and Ms. Inlangasuk signed the agreement, the specification of only one of them on the face of the agreement binds the contract to that individual only. Therefore, this matter going forward will refer to James Cxford as the sole respondent/tenant.

The parties conducted an entry inspection of the rental premises on September 2, 2013. It was noted on the inspection report that the respondent had two dogs. During the inspection the majority of the premises was found to be in good condition, with the following exceptions noted:

- paint peeling from the exterior siding
- marks on walls in the kitchen, living room, bathroom, and second bedroom
- crack on trim of lighting fixtures in the kitchen
- lighting fixtures in living room were not working
- damaged toilet seat in bathroom requires replacement
- water mark on master bedroom ceiling
- holes from the door knob in the master bedroom
- the master bedroom laminate flooring lifted up and not set

The tenancy agreement specified the monthly rent of \$1,550 and acknowledged receipt of a security deposit of \$1,550. It also specified the tenant was responsible for fuel, power, and water bills; the fuel tank was half full when the respondent took possession of the rental premises. The respondent agreed to keep the driveway clear of snow, to mow the lawn, and to maintain the general cleanliness of the outside property.

On February 12, 2014, an order of the rental officer (20-13900) directed the respondent to pay rental arrears in the amount of \$1,550 and conditionally terminated the tenancy agreement on February 25, 2014, unless the rental arrears were paid in full. Ms. Cockney confirmed receipt of the rental arrears on February 24, 2014.

On February 25, 2014, Ms. Inglangasuk sent an e-mail to Ms. Cockney requesting consent to terminate the tenancy agreement on February 28, 2014. Ms. Cockney did not grant the request, citing the termination date as too short a notice, indicating the respondent was required to give at least 30 days written notice.

On February 28, 2014, Ms. Cockney was advised by neighbours that it appeared her tenant had moved out of the rental premises. Ms. Cockney immediately attended the premises and discovered that the tenants had in fact vacated. Upon opening the exterior entry way door she found the interior entry way door was left open and the premises was cold. An investigation found the fuel tank empty and the heating system not functioning. Being late in the day on a Friday, the landlord did not wish to incur an extra cost for an emergency call-out delivery and instead obtained a gerry can of fuel to get the heating system functioning.

Ms. Cockney repeatedly attempted to contact the respondent, eventually succeeding in reaching Ms. Inglangasuk. Ms. Cockney requested payment of the rent for March and made arrangements for an exit inspection of the rental premises. To date Ms. Cockney has not received payment of the rent for March. The exit inspection was conducted with Ms. Inglangasuk present.

Photographs were taken of the interior of the premises. The following deficiencies were noted for which there were no deficiencies noted at the commencement of the tenancy:

- entry window broken
- kitchen ceiling soiled
- oven soiled
- living room curtain rod broken
- no fuel in fuel tank
- back door held shut with herc strap

When the snow melted two weeks later the landlord discovered the yard and driveway was littered with dog feces and the lawn had not been mowed the previous fall. Photographs were taken of the yard, driveway, and debris.

Due to the tenant's failure to give sufficient notice to vacate the rental premises and the work required to bring the premises to a condition suitable for occupancy, the landlord was unable to immediately re-rent the premises. Ms. Cockney was able to secure new tenants who began paying rent April 1, 2014.

As the tenancy agreement was not terminated in accordance with the Act the tenant's vacation of the rental premises on or before February 28, 2014, constitutes abandonment as defined by the Act. The landlord did not effectively regain possession of the rental premises until the exit inspection was conducted and the keys to the rental premises were returned on March 12, 2014. The failure of the tenant to return the rental premises to the landlord with a half-full fuel tank is a breach of the tenancy agreement. The Act defines rent as including any amounts payable for utilities. As the tenant remained responsible for the rent for March he also remained responsible for fuel for that month, as well as ensuring half a tank of fuel remained at the end of March. I find the respondent liable for rent for the month of March in the amount of \$1,550 plus the cost of fuel in the amount of \$499.40, for a total amount of rent owing of \$2,049.40.

The photographs submitted by Ms. Cockney were taken by her on March 12, 2014. I am satisfied they accurately represent the condition of the rental premises on that date. The photographs evidence additional items not specifically listed in the exit inspection report but for which the applicant has claimed costs to repair in this application as follows:

- chips in the walls of the bathroom, kitchen, and living room
- one missing floor vent cover
- feces covered yard and driveway

Ms. Cockney provided receipts for the purchase of drywall compound to repair the chips in the walls and for the purchase of a replacement floor vent cover. These costs are reasonable claims and allowed.

A quote for patching and painting the ceilings and walls throughout the entire rental premises was provided in the amount of \$3,045. Ms. Cockney confirmed the rental premises had been newly painted in August 2013. Due to the requirement to repair the chips in the walls of the bathroom, kitchen, and living room necessitating the re-painting of those walls, the depreciated and prorated cost of painting the walls in three rooms is granted in the amount of \$1,284.61.

The exit inspection report indicated the oven had not been cleaned. Photographs showed the air return vent cover had not been cleaned of a significant amount of dust. A quote for cleaning the walls, washroom, stove, fridge, and cupboards was provided in the amount of \$350. I failed to identify a general uncleanliness of the rental premises in the photographic evidence for which the tenant should be held liable. A reasonable cost to impose upon the tenant for cleaning the oven and air return vent cover is granted in the amount of \$50.

Ms. Cockney testified that it took her spouse approximately five hours of his own time to clean the feces and debris from the yard and driveway, and to mow and rake the lawn in preparation for spring growth. She requested compensation for this work in an amount at my discretion. The photographic evidence supports Ms. Cockney's claim of the condition of the yard and driveway. The tenancy agreement specifically identifies caring for the exterior property as the tenant's responsibility. I find Ms. Cockney's claim for compensation for the time spent to return the yard and driveway to a clean and orderly condition to be reasonable and grant monetary compensation for five hours of work in the total amount of \$125.

Ms. Cockney confirmed she has retained the security deposit to apply against the rental arrears. Interest calculated on the \$1,550 security deposit is \$0.41. I am satisfied the total security deposit is appropriately applied against the total rental arrears of \$2,049.40. I find the respondent has rental arrears remaining of \$498.99.

The total compensation granted for repairs and cleaning costs is calculated as follows:

Drywall compound	\$ 18.89
Floor vent cover	\$ 9.23
Painting	\$ 1,284.61
Oven and vent cleaning	\$ 50.00
Yard and driveway cleaning	\$ 125.00
TOTAL REPAIRS AND CLEANING COSTS	\$ 1,487.73

An order will issue requiring Mr. James Coxford to pay rental arrears in the amount of \$498.99 and to compensate the landlord for repairs and cleaning costs in the amount of \$1,487.73.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Town of Inuvik - utilities invoice dated April 1, 2014
- Exhibit 2: Esso Imperial Oil invoice dated March 13, 2014
- Exhibit 3: Town of Inuvik utilities invoice dated March 1, 2014
- Exhibit 4: Home Hardware Building Centre/Arctic Rim Distributors Ltd. invoice #286862 dated April 9, 2014
- Exhibit 5: Arctic Rim Distributors Ltd. Invoice #288255 dated April 22, 2014, with Home Hardware Building Centre payment receipt dated April 22, 2014
- Exhibit 6: REX Maintenance Services estimate to clean No- 1 Reliance street in Inuvik correspondence to Mr. Tyson dated April 21, 2014
- Exhibit 7: Territorial Floor Covering receipt number 1543 dated April 19, 2014
- Exhibit 8: Beaulieu Contracting Ltd. quote
- Exhibit 9: Fax cover sheet to the Rental Officer from the applicant dated August 21, 2014
- Exhibit 10: Entry and exit inspection report
- Exhibit 11: Tenancy agreement between Catherine Cockney and James Coxford signed August 31, 2013
- Exhibit 12: E-mail conversation between Alexandra Inglangasuk and Cathy Cockney dated between February 25 and February 27, 2014.