

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
MICHAEL RUHL, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") as amended;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

MICHAEL RUHL

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of eight hundred sixty nine dollars and eighty five cents (\$869.85).

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

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
MICHAEL RUHL, 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 **Hal Logsdon**, Rental Officer.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

-and-

MICHAEL RUHL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **October 8, 2013**

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: **Aya Burshan, representing the applicant**
 Christine Dyson, witness for the applicant

Date of Decision: December 3, 2014

REASONS FOR DECISION

This matter was originally scheduled for hearing on September 17, 2014. The respondent sought and was granted an adjournment to October 8, 2014 and arrangements were made to call the respondent at the designated hearing time (09:30 MDT) at the telephone number he provided to the rental officer. The rental officer attempted to contact the respondent on October 8 but received only a voice mail message. The hearing proceeded in the absence of the respondent.

The respondent contacted the rental office at 10:15 MDT and left a voice mail message. The acting administrator returned the call and got the respondent's voice mail message. The respondent returned the call later, spoke to the acting administrator and stated that he was having problems with his new cell phone and indicated that he would call the next day and speak to the rental officer.

The respondent submits that his mobile provider confirmed with him that the signal strength in his area was inadequate at the time of the hearing to activate his telephone. The respondent provided what he claimed was the text message he had received from the provider upon inquiring into the matter.

There is no provision in the *Residential Tenancies Act*, that enables a rental officer to rehear a matter. The Act provides only for an appeal to the NWT Supreme Court. Notwithstanding the lack of any provision in the Act, in my opinion, rehearing the matter would not be unreasonable

in these circumstance provided the applicant had no objections. The applicant objected to a rehearing unless there was evidence directly from the service provider that there were technical problems which prevented the call from being completed. The respondent was asked to provide this evidence but has not done so. In the meantime, the applicant has advised the rental officer that their witness is no longer available. Given these circumstances, I have little choice but to base this decision on the evidence I had at the time of the hearing.

The applicant alleged that the respondent had abandoned the premises on July 31, 2014. The applicant retained the security deposit (\$970) applying it against rent arrears and penalties (\$3118.39), carpet cleaning (\$300) and general cleaning (\$160) resulting in a balance owing the applicant of \$2608.39. The applicant sought relief in that amount.

The applicant provided a copy of the tenancy agreement, a final statement and inspection reports in evidence. The applicant's witness, who conducted the check-out inspection, testified that the premises were not clean, stating that neither the stove nor refrigerator had been cleaned. She also testified that the carpet had to be cleaned as the respondent kept several cats in the premises and there were some stains in the living room.

The respondent acknowledged by email that he vacated the premises on July 31, 2014 and stated that he gave proper notice to terminate the tenancy agreement on that date. A copy of the notice was provided in evidence. He also submitted that the monthly rent for the premises was only \$1440. A copy of his offer of employment was submitted in evidence. The respondent also

provided photographs of the premises presumably taken at the end of the tenancy agreement.

The tenancy agreement between the parties was made for a one year term commencing on April 1, 2014 to end on March 31, 2015. The agreement sets out a monthly rent of \$1940 and acknowledges the receipt of a security deposit of \$970 at the signing of the agreement on April 2, 2014.

The employment agreement sets out a “housing benefit” of \$6000/annum which is equivalent to \$500/month. I must assume that the \$1440 which the respondent believed was the monthly rent was net of his monthly housing benefit. However, it is \$1940/month that is clearly set out in the tenancy agreement. A credit of \$1500 noted as “taxable benefit” was applied to the respondent’s account on July 10, 2014. The applicant stated that this credit represented part of the “housing benefit” for the respondent. It would appear that this represents three months of the benefit applied to the rent account.

With reference to the statement of account, I determine that the amount of rent due during the tenancy including penalties for late rent is \$7765 calculated as follows:

Rent (April - July @ \$1940/month)	\$7760.00
Late rent penalty applied	<u>5.00</u>
Total rent & late penalties	\$7765.00

The applicant has charged partial rent for August, 2014. This is clearly not appropriate as both parties agree that the premises were vacated on July 31, 2014. The applicant did not seek any relief for compensation for lost rent due to abandonment.

The statement of account indicates that only one payment was made directly by the respondent; a payment of \$485, paid by cheque on April 10, 2014. This is clearly a payment of rent as the security deposit of \$970 was noted in the tenancy agreement as being paid in full on April 2, 2014. The security deposit payment does not appear on the statement. There are six credits of \$720 which the applicant identified as payroll deductions applied to rent. As mentioned previously, there is also a credit of \$1500 representing the “housing benefit”. I find the amount of rent paid and credits applied to be \$6305, calculated as follows:

Payroll deductions (6 @ \$720)	\$4320.00
Cheque, April 10/14	485.00
Credit, July 10/14	<u>1500.00</u>
Total payments and credits	\$6305.00

Deducting the payments and credits from the rent and late penalties, I find rent arrears of \$1460.

I find the charges for carpet cleaning to be reasonable based on the fact that the respondent kept a cat in the premises. Although the carpets appear reasonably clean in the photographic evidence provided by the respondent, it is not unreasonable to require professional cleaning where pets are involved. I find the charge of \$300 to be reasonable.

The general cleaning charges are not, in my opinion, supported by the evidence. The photographs provided by the respondent suggest that the premises were reasonably clean but the areas noted on the inspection report as requiring cleaning were primarily the refrigerator and the stove which do not appear in any of the photographs. In my opinion, two hours of cleaning or \$80 is reasonable.

The applicant has not applied any security deposit interest to the account. I find the interest to be \$0.15.

Taking into consideration the security deposit and interest and applying it first to cleaning and carpet cleaning, I find rent arrears owing to the applicant of \$869.85. I calculate that amount as follows:

Security deposit	(\$970.00)
Interest	(0.15)
General cleaning	80.00
Carpet cleaning	300.00
Rent arrears	<u>1460.00</u>
Amount owing applicant	\$869.85

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$869.85.

Hal Logsdon
Rental Officer