

IN THE MATTER between **Christopher M. Williams**, Applicant, and **Patrick Pennycook**, 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 Fort Smith in the Northwest Territories**.

BETWEEN:

**CHRISTOPHER M. WILLIAMS**

Applicant/Landlord

- and -

**PATRICK PENNYCOOK**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears in the amount of \$1,616.84 (one thousand six hundred sixteen dollars eighty-four cents).
2. Pursuant to sections 42(3)(e) and 45(4)(d) of the *Residential Tenancies Act*, the respondent must compensate the applicant for cleaning and repair costs in the total amount of \$6,395.46 (six thousand three hundred ninety-five dollars forty-six dollars).

DATED at the City of Yellowknife in the Northwest Territories this 30th day of January 2015.

---

Adelle Guigon  
Deputy Rental Officer

IN THE MATTER between **Christopher M. Williams**, Applicant, and **Patrick Pennycook**, 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.

BETWEEN:

**CHRISTOPHER M. WILLIAMS**

Applicant/Landlord

-and-

**PATRICK PENNYCOOK**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>January 29, 2015</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories, by teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>Christopher M. Williams, applicant Patrick Pennycook, respondent</b>
<b><u>Date of Decision:</u></b>	<b>January 29, 2015</b>

### **REASONS FOR DECISION**

An application to a rental officer made by Christopher M. Williams as the applicant/landlord against Patrick Pennycook as the respondent/tenant was filed by the Rental Office November 24, 2014. The application was made regarding a residential tenancy agreement for the rental premises known as #1, 18 Pigeon Crescent, in Fort Smith, Northwest Territories. The applicant personally served a copy of the filed application on the respondent December 6, 2014.

The applicant alleged the respondent had accumulated rental arrears, failed to clean the rental premises upon vacating, and caused damages to the rental premises. He sought an order for payment of rental arrears and compensation for cleaning and repair costs. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for January 29, 2015, by teleconference. Mr. Christopher M. Williams appeared as applicant. Mr. Patrick Pennycook appeared as respondent.

The parties agreed Mr. Pennycook was a tenant occupying the rental premises known as #1, 18 Pigeon Crescent, in Fort Smith, Northwest Territories, until mid-August 2014. At that time, the rent had not been paid for the months of July and August, totalling \$3,300. An exit inspection was completed during which photographs and a video were taken which revealed a substantial amount of garbage had been left behind, the rental premises had not been cleaned, can urine and feces had not been cleaned, substantial smoking had occurred in the non-smoking premises, four interior doors had been damaged, and there were holes in the walls. Mr. Pennycook acknowledged and took responsibility for all the cleaning and damages claimed.

The amounts claimed by Mr. Williams for the required cleaning and repairs were discussed at hearing and Mr. Pennycook did not dispute the amounts requested. He expressed remorse for the turn of events, admitting that his personal circumstances had and continue to take a turn for the worse with the loss of his job and inability to obtain new employment. He acknowledged his responsibility as the named tenant for the rental arrears, cleaning, and repairs that were required. He indicated he would like to resolve the debt he has incurred, but is unable to commit to a payment plan at this time as he has no current source of income. The parties agreed to remain in communication with each other to ensure the debt is resolved in due course.

*Tenancy agreement*

The tenancy agreement entered into evidence by the applicant establishes a tenancy agreement between the parties starting August 1, 2012. The parties did not dispute the validity of the tenancy agreement. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

*Rental arrears*

The tenancy agreement specified the monthly rent at \$1,650. The parties agreed the respondent had not paid the rent for July and August 2014. I am satisfied the rental arrears claimed for those months total \$3,300. The total security deposit of \$1,683.16, which was not disputed, was appropriately withheld by the applicant against the rental arrears. I find the respondent has current rental arrears in the amount of \$1,616.84.

*Cleaning and damages*

Photographs and a video submitted into evidence by the applicant substantiate the claimed uncleanliness and damages, as does the entry/exit inspection reports. The respondent did not dispute the validity of this evidence, nor did he dispute his responsibility for the associated costs of cleaning and repair. I am satisfied the cleaning and damages reflected in the evidence and claimed by the applicant were caused by the respondent's failure to comply with their obligation to maintain the rental premises in an ordinary state of cleanliness and to take responsibility for damages beyond normal wear and tear. I am satisfied the costs claimed for cleaning and repair are reasonable. I find the respondent liable to compensate the applicant for costs associated with cleaning and repairs in the amount of \$6,395.46.

An order will issue requiring Mr. Patrick Pennycook to pay rental arrears in the amount of \$1,616.84 and to pay compensation for the cost of cleaning and repairs in the amount of \$6,395.46.

---

Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Applicant's summary of reasons for application and remedies sought

Exhibit 2: Tenancy agreement signed July 31, 2012

Exhibit 3: Entry and exit inspection report

Exhibit 4: DVD containing digital copy of application package, digital copy of email conversations between parties during tenancy, digital photographs of premises taken during entry inspection and exit inspection, and digital video taken at exit inspection