

IN THE MATTER between **Aleksandar Miskovic**, Applicant, and **Jared Saulis and Bianca Ellsworth**, 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 city of Yellowknife in the Northwest Territories**.

BETWEEN:

**ALEKSANDAR MISKOVIC**

Applicant/Landlord

- and -

**JARED SAULIS and BIANCA ELLSWORTH**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) of the *Residential Tenancies Act*, the respondents must pay to the applicant rental arrears in the total amount of \$2,888.82 (two thousand eight hundred eighty-eight dollars eighty-two cents).
2. Pursuant to sections 42(3)(e) and 45(4)(d) of the *Residential Tenancies Act*, the respondents must compensate the applicant for cleaning and repairs costs in the total amount of \$6,461.34 (six thousand four hundred sixty-one dollars thirty-four cents).

DATED at the City of Yellowknife in the Northwest Territories this 5th day of June 2015.

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Adelle Guigon  
Deputy Rental Officer

IN THE MATTER between **Aleksandar Miskovic**, Applicant, and **Jared Saulis and Bianca Ellsworth**, 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:

**ALEKSANDAR MISKOVIC**

Applicant/Landlord

-and-

**JARED SAULIS and BIANCA ELLSWORTH**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>May 12, 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>Aleksandar Miskovic, applicant</b>
<b><u>Date of Decision:</u></b>	<b>June 2, 2015</b>

### **REASONS FOR DECISION**

An application to a rental officer made by Aleksandar Miskovic as the applicant/landlord against Jared Saulis and Bianca Ellsworth as the respondents/tenants was filed by the Rental Office March 17, 2015. The application was made regarding a residential tenancy agreement for the rental premises known as Upper Level, 4230 - 49A Avenue, in Yellowknife, Northwest Territories. The applicant sent copies of the filed application to the respondents by facsimile and email deemed received April 1, 2015, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

A previous application to a rental officer was filed December 22, 2014, for which a hearing was scheduled on February 25, 2015. Neither party appeared within 15 minutes of the hearing time resulting in dismissal of the application. It was learned shortly afterwards that there was a misunderstanding on the applicant's part of the start time of the hearing. Leave was granted for the applicant to file a new application to a rental officer.

The applicant alleged the respondents had abandoned the rental premises, leaving accumulated rental arrears including unpaid utilities, leaving damages to the rental premises, and leaving the rental premises in an unclean condition. An order was requested for payment of the rental arrears and compensation for repairs and cleaning costs. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for May 12, 2015, by three-way teleconference. Mr. Aleksandar Miskovic appeared as applicant. Mr. Jared Saulis and Ms. Bianca Ellsworth were sent notices of attendance by email deemed received April 24, 2015, pursuant to section 4(4) of the Regulations. Neither Mr. Saulis nor Ms. Ellsworth appeared at hearing, nor did anyone appear on their behalf. The hearing proceeded in their absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Mr. Miskovic testified to and provided evidence that the respondents had entered into a written tenancy agreement for the rental premises identified as Upper Level, 4230 - 49A Avenue, in Yellowknife, Northwest Territories. The tenancy commenced February 1, 2013. The monthly rent was agreed at \$2,000 plus 60 percent of the propane and electricity bills for the building (the Lower Level tenant was responsible for the remaining 40 percent).

Initially, there were no issues with the tenancy. The respondents paid their rent on time and appeared to be taking care of the premises, including doing the yard work. In March and April 2014 the respondents were approximately four or five days late paying their rent. In May 2014 the respondents failed to pay their portion of the propane and electricity bills. In June 2014 the respondents failed to pay both their rent and their portion of the electricity bill.

Several electronic messages were exchanged between the applicant and respondents throughout June 2014 regarding the respondents' failure to pay their debts. Mr. Miskovic initially agreed to a brief delay of payment for the June rent and the outstanding utilities, however, the respondents failed to make the payments by the agreed upon dates. On July 3, 2014, Mr. Miskovic received a text message from Mr. Saulis indicating the respondents "had to move out last minute unexpectedly". No written notice was given to terminate the tenancy in accordance with the Act, nor was there any previous warning or suggestion of the respondents' intention to vacate the rental premises. Mr. Miskovic's associate confirmed the respondents' had vacated the rental premises later that evening and reclaimed possession of the premises on Mr. Miskovic's behalf. The respondents did not remain or attend to conduct an exit inspection of the premises.

An inspection of the premises discovered the place had been "trashed": there were holes in the living room, kitchen, bathroom, dining room, hallway, laundry, and bedroom walls which required repair and repainting; the bedroom door handle was broken; the bathroom mirror and towel rack were broken; the exterior door, frame, and weatherstripping were damaged; excessive moisture in the premises resulted in paint peeling from the bedroom and bathroom ceilings; garbage was left behind; and the premises required a thorough cleaning, including of the appliances. Mr. Miskovic provided receipts and emails from workers contracted to effect repairs and cleaning detailing the extent of required work to bring the unit to a habitable condition. The repairs were completed July 25, 2014, costing a total of \$5090.67 for labour and materials. The cleaning of the premises took place in three stages, on July 14, 20, and 29, 2014, costing a total of \$837.38.

It was discovered shortly after the cleaning was completed that the respondents had stuffed garbage down the air vent in the front bedroom. Unsuccessful attempts were made to remove the garbage by the cleaner, as it was stuffed too far down the vent. The landlord made arrangements with a professional air ducts cleaning service to clean out the furnace and vents in the premises, costing \$533.29. This work was not completed until September 15, 2014. Due to the time of year negating use of the furnace, the new tenants – who took occupancy August 1, 2014 – were not inconvenienced.

As the respondents failed to notify the applicant of their intention to vacate the rental premises, and due to the condition of the premises, the applicant was unable to re-rent the premises until August 1, 2014. The applicant requested compensation for the rent for July, in addition to the outstanding rent for June and utilities. Invoices were provided for the claimed utilities. Mr. Miskovic confirmed that a security deposit of \$2,000 was paid when the respondents' tenancy commenced.

#### *Tenancy agreement*

A residential tenancy agreement signed by the parties on January 30, 2013, was entered into evidence by the applicant. I am satisfied a valid tenancy agreement was in place between the parties for the rental premises known as Upper Level, 4230 - 49A Avenue, in Yellowknife, Northwest Territories. The written tenancy agreement was made in accordance with the Act.

#### *Repairs and cleaning*

Based on the testimony and evidence provided by the applicant, I am satisfied the respondents' left the rental premises with extensive damages and in a less-than-ordinary state of cleanliness. After a review at hearing of the details of the items claimed, I am satisfied the amounts claimed to return the rental premises to a habitable state are reasonable and justified. I find the respondents liable to compensate the applicant for repairs and cleaning in the total amount of \$6,461.34.

*Rental arrears*

The tenancy agreement clearly identifies the monthly rent as \$2,000 plus 60 percent of the propane and electricity bills. Section 52(1) of the Act requires a tenant to give a landlord at least 30 days' written notice of their intention to end the tenancy. I am satisfied the respondents did not give the applicant written notice in accordance with the Act and effectively abandoned their tenancy agreement on July 3, 2014. As the applicant was able to mitigate his losses by quickly effecting repairs and cleaning to the rental premises and successfully obtaining a new tenant for August 1, 2014, the respondents only remain liable for the outstanding rent to July 31, 2014.

The invoices provided into evidence by the applicant reflect one propane delivery made April 21, 2014, and three electricity billing periods between April and July 2014. The respondents were required to pay 60 percent of those bills in addition to the monthly rent. The applicant testified that the respondents have not paid their portion of these bills. The applicant prorated the June-July electricity bill per day billed, charging the respondents 60 percent over the 21 days they remained in occupancy of the premises during the period. The detail of these bills is as below:

Billing Period (Date)	Utility	Invoiced Amount	Respondents' portion (60%)
April 21, 2014	Propane	\$431.31	\$258.79
April 15 - May 14, 2014	Electricity	\$385.90	\$231.54
May 14 - June 12, 2014	Electricity	\$403.05	\$241.83
June 12 - July 14, 2014	Electricity	\$401.47	\$158.08 (prorated for 21 days)
Totals		\$1,621.73	<b>\$890.24</b>

I am satisfied the respondents have made no payments against their rent account since May 2014, for either their monthly rent or for utilities. The Act defines "rent" as including utilities paid to the landlord in addition to a monthly amount for the right to occupy the rental premises. I find the respondents have accumulated rental arrears in the amount of \$4,000 plus \$890.24 for utilities, totalling \$4,890.24.

The security deposit of \$2,000 has accumulated interest between January 30, 2013, and July 3, 2014, in accordance with the Act and the Regulations in the amount of \$1.42. The total security deposit was appropriately retained by the applicant against the rental arrears. Accounting for that retention, I find the respondents have a remaining amount of rental arrears totalling \$2,888.82.

An order will issue requiring Mr. Jared Saulis and Ms. Bianca Ellsworth to pay rental arrears in the amount of \$2,888.82, and to pay compensation for repairs and cleaning in the amount of \$6,461.34.

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Adelle Guigon  
Deputy Rental Officer

## APPENDIX A

### Exhibits

- Exhibit 1: Residential tenancy agreement signed January 30, 2013
- Exhibit 2: String of text messages between Bianca Ellsworth, Jared Saulis, and Aleksandar Miskovic dated from June 2 to August 10, 2014
- Exhibit 3: Email from Aleksandar Miskovic to [jared\\_ss@hotmail.com](mailto:jared_ss@hotmail.com) dated June 17, 2014
- Exhibit 4: Copy of invoice number 101941 from Mackenzie Miller and two receipts from Corothers Home Building Centre dated July 5 and August 3, 2014.
- Exhibit 5: Copy of invoice number 101943 from Mackenzie Miller
- Exhibit 6: Six Interac e-transfer confirmations of payments to Little Digs Enterprises ([mmackenzie66@yahoo.com](mailto:mmackenzie66@yahoo.com))
- Exhibit 7: Emails from Northern Cleaners to Aleksandar Miskovic dated July 30 and August 14, 2014
- Exhibit 8: Northern Cleaners' invoice number 2191 dated July 30, 2014
- Exhibit 9: Interac e-transfer confirmation of payment to Northern Cleaners Yellowknife ([yknortherncleaners@gmail.com](mailto:yknortherncleaners@gmail.com))
- Exhibit 10: Email from Ashley Bowering to Aleksandar Miskovic dated August 10, 2014
- Exhibit 11: Clean Air Northern Services' invoice number 1774 dated September 15, 2014, and Commercial-NDS Ltd. statement dated September 30, 2014
- Exhibit 12: Page 4 of 6 of Territorial Court Criminal Docket - Scheduled Appearances in Yellowknife for September 4, 2014
- Exhibit 13: Email from Aleksandar Miskovic to the Rental Office dated May 14, 2015, detailing utilities charges claimed
- Exhibit 14: Superior Propane invoice number 273649 dated April 21, 2014
- Exhibit 15: Three Northland Utilities statements dated May 20, June 20, and July 18, 2014