

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Bianca Gallegos Ramirez and Kenneth Ryan Moore**, 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, regarding a rental premises located within the **city of Yellowknife in the Northwest Territories**.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

BIANCA GALLEGOS RAMIREZ and KENNETH RYAN MOORE

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 62(2) of the *Residential Tenancies Act*, the respondents must pay to the applicant rental arrears in the total amount of \$2,523.95 (two thousand five hundred twenty-three dollars ninety-five 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 \$1,195.43 (one thousand one hundred ninety-five dollars forty-three cents).

DATED at the City of Yellowknife in the Northwest Territories this 7th day of August 2015.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Bianca Gallegos Ramirez and Kenneth Ryan Moore**, Respondents.

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

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BETWEEN:

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-and-

BIANCA GALLEGOS RAMIREZ and KENNETH RYAN MOORE

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 24, 2015
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	Metslal Mesgun, representing the applicant
<u>Date of Decision:</u>	August 4, 2015

REASONS FOR DECISION

An application to a rental officer made by Northern Property REIT as the applicant/landlord against Bianca Gallegos Ramirez and Kenneth Ryan Moore as the respondents/tenants was filed by the Rental Office May 5, 2015. The application was made regarding a residential tenancy agreement for the rental premises known as #111, 492 Range Lake Road, in Yellowknife, Northwest Territories. The applicant served a copy of the filed application on the respondents by email deemed received May 8, 2015, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondent had accumulated rental arrears, caused damages to the rental premises, and left the rental premises in an unclean condition. An order was sought for payment of rental arrears and compensation for repairs and cleaning. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for June 24, 2015, in Yellowknife, Northwest Territories. Ms. Metslal Mesgun appeared representing the applicant. Ms. Bianca Gallegos Ramirez and Mr. Kenneth Ryan Moore were served notices of attendance by registered mail deemed served June 5, 2015, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act) and by email deemed received June 22, 2015, pursuant to section 4(4) of the Regulations. Neither Ms. Ramirez nor Mr. Moore were present, nor was anyone present on their behalf. The hearing proceeded in their absence pursuant to section 80(2) of the Act.

Tenancy agreement

Ms. Mesgun testified and provided into evidence a written tenancy agreement establishing a tenancy agreement between the parties for the rental premises identified as #111, 492 Range Lake Road in Yellowknife, Northwest Territories. The tenancy agreement identified NPR Limited Partnership as the landlord, who I am satisfied and acknowledge as the same company as Northern Property REIT. The style of cause going forward and in the order will identify the landlord as per the tenancy agreement as NPR Limited Partnership.

The tenancy agreement was for a fixed-term starting December 1, 2014, and ending November 30, 2015. The landlord deemed the premises abandoned and reclaimed possession on April 8, 2015. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

Rental arrears and security deposit

The resident ledgers entered into evidence represent the landlord's accounting of monthly rent, late payment penalties, and payments made against the respondents' rent account. Late payment penalties were applied throughout the tenancy in accordance with the Act and Regulations. I am satisfied the ledgers accurately represent the status of the respondents' rent account. I find the respondents have accumulated rental arrears to April 30, 2015, in the amount of \$1,899.

The tenancy agreement was for a fixed-term to November 2015. The respondents abandoned the rental premises on April 8, 2015. The landlord was unable to secure new tenants until June 1, 2015. I find the respondents liable for the May 2015 rent in the amount of \$1,250.

The respondents paid a security deposit in the amount of \$625 against which the landlord calculated interest in the amount of \$0.05. The landlord retained the total security deposit credit against the rental arrears in accordance with the Act. I find the respondents' have remaining total rental arrears in the amount of \$2,523.95.

Cleaning and repairs

An exit inspection report and photographs were taken of the rental premises on April 10, 2015. The landlord claimed costs totalling \$2,232.98 for the following:

Garbage removal	\$150.00
Cleaning - 6 hours	\$240.00
Repairs: carpet replacement, closet door replacement, lock change	\$1,382.50
Laundry card	\$25.00
15% Admin Fee *landlord's calculation is incorrect	\$292.48
5% GST *note: landlord's calculation is incorrect	\$143.00
TOTAL	<u>\$2,232.98</u>

The laundry card fee was denied at hearing. The card is an electronic refillable card used to operate the communal laundry machines instead of using coin operated mechanics. Money is paid to 'refill' the card to use the machines. By not returning this card, the tenant is losing any credit they have on the card because they will no longer have access to the communal laundry facilities, and the landlord is losing the physical card. There is no indication of a 'laundry card replacement fee' on the fee schedule (Schedule B) attached to the tenancy agreement.

The move-in inspection report completed November 29, 2014, indicated the carpets were older, suggesting they would require replacement soon. The move-out inspection report and the photographs indicate stains in the carpet throughout the living room, dining room, and master bedroom. There was no indication made of whether or not the carpets were steam cleaned to attempt removal of the stains prior to replacing the carpets. I am not satisfied replacement of the carpets was necessary based on the stains alone. I am satisfied that steam cleaning the carpets was necessary due to the respondents' failure to keep the carpets ordinarily clean and as such will allow a \$300 charge for those costs as defined in schedule B to the tenancy agreement. The claim for replacement of the carpets is denied.

The move-in and move-out inspection reports substantiate the claim for costs associated with replacing the master bedroom closet door – which was missing entirely at move out – and I will allow a charge of \$150 for this.

The respondents' failed to return the keys for the rental premises upon moving out, necessitating the replacement of the apartment door lock. I will allow a charge of \$150 for the cost of changing the apartment door lock.

The cleaning and garbage removal requirements are substantiated by the move-out inspection report and the photographs, which were taken during the exit inspection. I am satisfied the respondents failed to comply with their obligation to maintain the ordinary cleanliness of the rental premises and I find the costs claimed for cleaning and garbage removal in the amount of \$390 reasonable.

Schedule B to the tenancy agreement lists fees associated with various repairs and replacements, including an administration fee of 20 percent to be applied to any expenses incurred by the landlord. The respondents both initialled Schedule B in acknowledgement. In the move-out statement, the landlord indicated the applicable administration fee as 15 percent rather than 20 percent, which is in the respondents' favour. I accept the administration fee at 15 percent as reasonable and will calculate it against the total allowed costs for cleaning and repairs. GST will also be calculated accordingly against the total allowed costs.

I find the respondents' liable for costs associated with cleaning and repairs to the rental premises as follows:

Carpet Steam Cleaning	\$300.00
Garbage removal	\$150.00
Cleaning - 6 hours	\$240.00
Closet door replacement	\$150.00
Lock change	\$150.00
15% Admin Fee	\$148.50
5% GST	\$56.93
TOTAL	<u>\$1,195.43</u>

Order

An order will issue requiring Ms. Bianca Gallegos Ramirez and Mr. Kenneth Ryan Moore to pay rental arrears in the amount of \$2,523.95 and to pay compensation for cleaning and repairs totalling \$1,195.43.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Resident ledger dated May 4, 2015
- Exhibit 2: Move out statement dated May 4, 2015
- Exhibit 3: Applicant's correspondences to respondents dated: March 9, 2015; December 8, 2014
- Exhibit 4: Tenancy agreement signed November 28, 2014
- Exhibit 5: Set of 42 photographs
- Exhibit 6: Resident ledger dated June 24, 2015
- Exhibit 7: Resident ledger for new tenant dated June 24, 2015
- Exhibit 8: Move out statement dated June 25, 2015
- Exhibit 9: Move out inspection report dated April 10, 2015
- Exhibit 10: Move in inspection report dated November 29, 2014