File #10-14847

IN THE MATTER between **Kirsten M. Kaip**, Applicant, and **Micon Investments**, 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 city of Yellowknife in the Northwest Territories.**

BETWEEN:

KIRSTEN M. KAIP

Applicant/Tenant

- and -

MICON INVESTMENTS

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the applicant/tenant must pay the respondent/landlord for unpaid utilities in the amount of $684.05 (six hundred eight-four dollars five cents).

2. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the applicant/tenant must pay the respondent for one day's rent in the amount of $63.00 (sixty-three dollars).

3. Pursuant to sections 42(3)(c) and 45(4)(c) of the *Residential Tenancies Act*, the applicant/tenant must compensate the respondent/landlord for cleaning and repair costs in the amount of $586.77 (five hundred eighty-six dollars seventy-seven cents).

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4. Pursuant to section 47(3.1) of the *Residential Tenancies Act*, the respondent/landlord must return an overpayment of rent to the applicant/tenant in the amount of $300.00 (three hundred dollars).

5. Pursuant to sections 65(1) and 83(2) of the *Residential Tenancies Act*, if the applicant/tenant does not retrieve the picnic table, dishwasher, and washing machine from the rental premises by October 15, 2015, the landlord is permitted to dispose of those items as he sees fit.

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

Adelle Guigon
Deputy Rental Officer

File #10-14847

IN THE MATTER between **Kirsten M. Kaip**, Applicant, and **Micon Investments**, 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:

KIRSTEN M. KAIP

Applicant/Tenant

-and-

MICON INVESTMENTS

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing:	**September 9, 2015**
Place of the Hearing:	**Yellowknife, Northwest Territories**
Appearances at Hearing:	**Kirsten M. Kaip, applicant** **Jason St. Croix, witness for the applicant** **Mitch Detinger, representing the respondent**
Date of Decision:	**October 1, 2015**

REASONS FOR DECISION

An application to a rental officer made by Kirsten M. Kaip as the applicant/tenant against Mitch and Connie Detinger as the respondents/landlords was filed by the Rental Office July 31, 2015. The application was made regarding a residential tenancy agreement for the rental premises known as 50 Calder Crescent in Yellowknife, Northwest Territories. The applicant served a copy of the filed application on the respondents by email deemed received August 28, 2015, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondents had claimed damages against her security deposit which she disputes, and that the landlord improperly applied a rent increase. The applicant requested a determination of valid costs and an order for the return of her security deposit or portion thereof, as well as the return of a portion of her rent. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for September 9, 2015, in Yellowknife, Northwest Territories. Ms. Kirsten M. Kaip appeared as applicant/tenant. Mr. Mitch Detinger appeared as respondent/landlord.

Preliminary matters

The application identified the landlords as Mitch Detinger and Connie Detinger. The written tenancy agreement provided into evidence identified the landlord as Micon Investments. Mitch Detinger and Connie Detinger are the owners of Micon Investments. At hearing, the parties agreed that the landlord should properly be identified as Micon Investments, in accordance with the written tenancy agreement. The application and style of cause are amended going forward to reflect Kirsten M. Kaip v. Micon Investments.

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Tenancy agreement

The parties agreed and evidence was presented establishing a tenancy agreement between them for the rental premises known as 50 Calder Crescent in Yellowknife, Northwest Territories. The tenancy commenced August 23, 2012. The tenancy was renewed as a fixed-term tenancy from September 1, 2014, to August 31, 2015. The tenancy ended early, on July 15, 2015. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

Unpaid utility bills

In the landlord's end-of-tenancy statement of account, he invoiced the tenant for unpaid utility bills to the City of Yellowknife in the amount of $870.36. The tenant acknowledges that she carried utility bill arrears, citing a miscommunication with the City respecting her method of payment that she was unaware of until now, but disputes the amount claimed by the landlord. The tenant provided a utility account transaction journal from the City which reflects an outstanding amount of $671.15 which was transferred to the landlord's tax account on May 31, 2015. It also shows that the outstanding amount remaining as of the end of the tenancy was paid in cash by the tenant on July 14, 2015.

The landlord provided at hearing a tax arrears statement from the City dated September 6, 2015, reflecting an amount owing for unpaid utilities, including late payment penalties, of $684.05 for the rental premises. Additionally, the claimed $200 for "breach of contract" fees, citing section 8(d) of the tenancy agreement which states where a landlord is able to re-rent the premises after a tenant breaks a lease a $200 re-rental fee will be charged to the tenant. The two amounts combined reflect the initial claim of over $800.

With respect to the outstanding utility bills, section 6 of the tenancy agreement specifies the tenant's obligation to pay for all telephone, power, water, heating oil, and cable. The utilities provided by the City are for water. Section 45(1) of the Act specifies the tenant must comply with all reasonable additional obligations agreed to in a written tenancy agreement. By failing to pay the utility bill, the tenant has failed to comply with their obligation under the tenancy agreement. I find the tenant is liable to the landlord for unpaid utilities in the amount of $684.05.

With respect to the "breach of contract" fee, section 8(d) of the tenancy agreement states, "If the tenant does not give proper notice or breaks the lease term, and the landlord is able to re-rent the premises a $200.00 re-rental fee shall be deducted from the [security] deposit." The only 'fees' the Act permits are penalties for late payment of rent. The only compensation a rental officer can consider is for losses suffered as a direct result of a breach of the tenancy agreement or the Act. A flat fee for breaking a lease where no loss has been suffered or proven is contrary to the Act and as such is ineffective. The landlord provided no evidence of losses suffered as a consequence of the tenant leaving the tenancy early, and in fact was able to secure new tenants for immediately after this tenant vacated. The landlord's claim for a $200 re-rental fee is denied.

Lost rent

The landlord claimed and the tenant agreed to one day's rent in the amount of $63. The tenant had paid her rent up to July 15, 2015. The new tenants were scheduled to take occupancy of the rental premises on that date. The landlord and tenant conducted an exit inspection on July 13, 2015, at which time it was agreed the carpets required steam cleaning. The steam cleaning company could not attend to do that work until July 15, 2015, and as a consequence the new tenants' occupancy date was pushed back by a day. I am satisfied the tenant effectively had occupancy of the rental premises for one more day than initially paid for and I find the tenant has rental arrears in the amount of $63.

Lawn maintenance

The landlord claimed costs in the amount of $130 for mowing the front and back yard lawns to the property. The tenant did not dispute that the lawns needed mowing, but she did dispute the amount claimed for the work. She further questioned her responsibility for the yard.

Section 10(k) of the tenancy agreement states that the tenant must maintain the rental premises and property in a reasonably clean condition. Section 45(1) of the Act requires a tenant to comply with reasonable obligations under a written tenancy agreement.

The rental premises is a single family dwelling on a partially fenced property to which the tenant has exclusive use and occupation. The tenancy agreement requires the tenant to maintain the rental premises and property in a reasonably clean condition. To my mind, where a yard is concerned, maintenance would reasonably include mowing the lawns.

Photographs were provided into evidence substantiating the landlord's claim that the lawn had not been mowed in quite some time, which the tenant did not dispute. I am satisfied the tenant failed to comply with their obligation to maintain the property. In my opinion, the amount of $130 claimed by the landlord for mowing the lawn is reflective of local rates for mowing a lawn in this condition, and is reasonable. I find the tenant liable for costs associated with mowing the lawn in the amount of $130.

Cleaning costs

The landlord claimed costs in the amount of $97.50 for cleaning the stove, kitchen cabinets, bathroom vanity and cupboard, and all the blinds. The tenant disputed all except the stove, which she acknowledged had traces of baking soda from her thorough cleaning of the appliance. The tenant testified that she had cleaned the rental premises herself before hiring a cleaner to do it again. Additionally, the blinds were new as of June 2015 and did not require cleaning.

The exit inspection report submitted into evidence was signed by both parties and makes reference to the stove and the bathroom cupboards and doors as requiring cleaning. Section 45(2) of the Act requires a tenant to maintain the ordinary cleanliness of the rental premises. I am satisfied that the stove was not in a state of ordinary cleanliness, as admitted to by the tenant. I am satisfied that the bathroom cupboards and doors were of sufficiently less than an ordinary state of cleanliness to justify noting on the exit inspection report and thus required cleaning. The remaining claimed items were not reflected in the exit inspection report as requiring cleaning, nor was any photographic evidence submitted suggesting they did, therefore, cleaning costs associated with those items are denied.

The landlord calculated costs for cleaning at a rate of $32.50, which I find reasonable. The cleaning of the stove in actuality required wiping the baking soda streaks and the bathroom cleaning was necessary for the vanity cupboards and doors only. In my estimation, effecting this cleaning should have reasonably taken no more than one hour. I find the tenant liable for cleaning costs in the amount of $32.50.

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Laminate floor

The landlord claimed costs of $390 to repair a single damaged laminate floor board. The tenant did not dispute that the laminate floor board was damaged and accepted responsibility for its repair, but she did dispute the amount claimed for the repair.

The landlord testified that the damaged board was in the middle of the floor area. In order to replace the board he had to lift all the other boards from one side of the room. Mr. Detinger did the work himself, and he confirmed that he did not have to purchase new materials because he had spare boards. The landlord claimed the replacement of the broken board took six hours and he charged an hourly rate of $65.

I am satisfied the amount of work required and the hourly rate claimed are reasonable. In my opinion, and based on my own experience laying laminate flooring, the work described to replace the damaged board should not have taken more than three hours. Had there been more than one board to cut and fit, and underlay to replace, I might concede the time claimed by the landlord, but that is not the case here. I find the tenant liable for the cost of repairing the laminate flooring in the amount of $195.

Carpeting

In the statement of account provided to the tenant in July, the landlord claimed carpet replacement costs for the master bedroom and bedroom number 1, as well as steam cleaning throughout necessitated due to stains in the carpets of all three bedrooms. Prior to this hearing, he amended his claim to include costs for replacing the carpet in bedroom number 2 as well. His amended claim was for the total cost of $1,871.15, which is what it cost him to replace the carpets in November 2013, and $210 for the steam cleaning. The landlord provided a copy of the invoice for the November 2013 carpet replacement and the invoice for the steam cleaning.

Bedroom number 1

The tenant does not dispute that the carpet in bedroom number 1 required replacement due to several burn holes, which she accepts responsibility for.

Master bedroom

The tenant does dispute the damages claimed in the master bedroom. The tenant claims there was no indication or mention of the snags (pulls) in the carpet at the exit inspection. She testified that she did not receive a copy of the written inspection report until some time after it was completed and that "/pulls" referenced under the master bedroom carpet line item was added after conclusion of the inspection. The tenant also refers to text messages between Mr. Detinger and herself in which she claims he made no reference to the snags in the carpet requiring repair.

With respect to the alleged alteration of the exit inspection report, I have no method of determining whether or not the report was altered. The copy I have been provided with is in colour, the penmanship is the same throughout, the colour of pen used is the same throughout, and it is signed by both Mr. Detinger and Ms. Kaip on July 13, 2015.

With respect to the text message the tenant referred to, the copy provided to me indicates the conversation took place on July 18, 2015, and Mr. Detinger's reply to the tenant's query of when she will be hearing from him is:

> "Carpets got cleaned Wednesday and turned out very well. All stains gone. We need to figure out what the damage charge will be for the burn holes in the one bed room, snags in master carpet and the damaged floor in living room. We have not received a bill for the carpet cleaning yet. We still need to confirm the closed account with the city. Charge for yard work and house cleaning is $250.00"

Clearly the tenant was notified of the snags in the carpet at least five days after vacating the rental premises. Additionally, the landlord provided photographs taken July 13, 2015, of the master bedroom carpet showing the affected area. I am satisfied the damage to the master bedroom carpet occurred during the tenant's occupancy for which the tenant is responsible, and were of a type that could not be repaired, necessitating the replacement of the carpet.

Bedroom number 2

The tenant also disputes the carpet in bedroom number 2 required replacement due to the stains claimed by the landlord. The tenant does not dispute the stains were present and caused during her tenancy, nor does she dispute the steam cleaning charges claimed by the landlord. She argues that she was told the steam cleaning successfully removed the stains and as such the bedroom number 2 carpet is not damaged.

The landlord provided photographic evidence of the stains in the floor on July 13th. He does not dispute that the steam cleaning appeared to have worked to remove the stains. He submits that his new tenants informed him that the stains had returned and provided a copy of an email confirming this. Additionally, the landlord provided photographs taken September 14, 2015, showing the stains had returned – they are not as dark as before steam cleaning, but they are visible.

I am satisfied the stains in bedroom number 2 were caused during the tenant's occupancy, that the steam cleaning was necessary to attempt to remove the stains, and that the steam cleaning proved to be unsuccessful. I find the tenant liable for the cost of replacing the carpet in bedroom number 2.

Costs

The landlord claimed and provided evidence of the cost for steam cleaning the carpets in the amount of $210. I am satisfied this cost is reasonable and find the tenant liable for the cost of steam cleaning in the amount of $210.

The landlord claimed and provided evidence for the cost of the carpets in the total amount of $1,871.15. The carpets were replaced in November 2013 and the costs claimed now are what the landlord paid in November 2013. The landlord has benefitted from 15 months' use from the new carpets. The average useful life of normal residential carpeting is 10 years. The landlord is entitled to compensation for 8.75 years of useful life of the carpets, or 87.5 percent, and I find the tenant liable for the replacement of the carpets in the amount of $1,637.26, calculated by multiplying $1,871.15 by 0.875.

Mould

The tenant made some claims regarding mould being present in the rental premises and the carpets being replaced in November 2013 as a consequence to her complaints. She arranged for the previous tenant to provide written submissions of her experiences with the landlord in relation to the issue of mould, and she provided photographs taken during her own tenancy. While I appreciate those submissions, they only speak to the previous tenant's issues occurring

during their tenancy. The issue of mould during the applicant's tenancy seems to have been resolved by the replacement of the carpets, for which the tenant was appropriately not charged. Additionally, I have no evidence of an ongoing mould problem causing either losses or disturbances suffered by the tenant or her family. As such, I cannot consider compensation in this regard.

Rear storm door glass

The landlord claimed $80 for the repair of the rear storm door glass. The tenant did not dispute this claim. I find the tenant liable for the cost of repairing the rear storm door glass in the amount of $80.

Front storm door screen

The landlord claimed $40 for the repair of the front storm door screen. The tenant did not dispute this claim. I find the tenant liable for the cost of repairing the front storm door screen in the amount of $40.

Dishwasher installation

The tenant's former spouse installed a dishwasher in the kitchen by removing existing cabinets and drilling two holes in the pantry to accommodate the power cord to a wall receptacle located above the counter. The tenant claims they received verbal authorization from Ms. Detinger to install the dishwasher. The dishwasher was not provided by the landlord as part of the tenancy agreement, it was obtained by the tenants and left in the premises when they vacated. The tenant submits that the dishwasher has been properly installed, is still functioning, and continues to be used by the current tenant. Additionally, the cabinets were not damaged when removed and remain intact and stored in the shed. The tenant submits that should the landlord wish to remove the dishwasher and re-install the cabinets he would not incur the cost of replacement cabinets and he would gain an asset in the dishwasher.

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The landlord denied that any verbal authorization was given and provided a written submission from Ms. Detinger denying that she gave verbal authorization for the dishwasher installation. The landlord cited concerns with the dishwasher installation on two points: first, that the tenants did not obtain written authorization from the landlord to install the appliance in accordance with section 22 of the rules and regulations of the tenancy agreement; and second, that the tenant's former spouse's qualifications have not been established and the landlord has no assurance that the dishwasher was installed in accordance with the law.

Section 22 of the rules and regulations which form part of the tenancy agreement state that the tenant shall not install major appliances of any kind within, on, or about the premises without the landlord's written consent. A dishwasher is a major appliance. No evidence was presented establishing that written consent was given by the landlord for the tenant to install the dishwasher. I find the tenant has failed to comply with section 22 of the rules and regulations of the tenancy agreement.

Section 30 of the Act obligates the landlord to maintain the rental premises in a good state of repair and fit for habitation, and ensure the rental premises and all services and facilities comply with all health, safety and maintenance standards required by law. A dishwasher requires connections to plumbing and electrical systems in accordance with specifications required by law. Failing to install a dishwasher in accordance with specifications required by law can lead to significant damage to person and property. The landlord could be held liable for such damages as they pertain to services and facilities provided as part of the rental premises, i.e. the plumbing and electrical systems. Hence the reasonable requirement to obtain written permission from the landlord prior to installing major appliances, so that the landlord can ensure such appliances are installed in compliance with the law.

As the landlord has identified, the tenant's installation of the dishwasher leaves the landlord with only two options to ensure he is in compliance with section 30 of the Act: either remove the dishwasher, re-install the cabinets, and repair the holes in the pantry, or bring in a qualified professional to install the dishwasher in compliance with plumbing and electrical specifications. I anticipate the latter choice will result in the electrical systems being hardwired in rather than being plugged into the wall receptacle, in which case the holes drilled into the pantry will still need to be repaired. I have no evidence before me to suggest the cabinets are damaged, so should the landlord choose the former option his expenses should not include material costs for new cabinets.

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In making local inquiries, I have learned the average cost to install a new dishwasher runs at approximately $100 per hour. In considering this case, I anticipate the qualified professional would be required to remove the dishwasher in order to ensure it was installed according to specifications, potentially resulting in extra time to complete the work. I estimate the work to remove and re-install the dishwasher would take two hours. As such, the cost for this option is estimated to be $200. However, it seems to me that had the landlord authorized the installation of the dishwasher the costs associated with its proper installation would have fallen to the landlord as well. If the landlord chooses to retain the dishwasher in this case and ensure its proper installation, the tenant's costs should only be for the extra time to remove the dishwasher, which I estimate to be no more than 45 minutes. As such the cost to the tenant for this option is estimated to be $75.

In my opinion, removal of the dishwasher and re-installation of the cabinets would take no more than two hours. The landlord has made his claim for costs based on an hourly rate of $65, which I find reasonable for general construction and labour. As such, the cost for this option is estimated to be $130.

The plugging and patching of the two holes in the pantry, in my estimation, should take no more than half an hour to complete, also at a rate of $65, for a cost estimation of $32.50.

In making the above estimations, I find the landlord's claim of $390 excessive. The landlord suggested in his written submissions that the least expensive solution would be to remove the dishwasher. Certainly this is true when considering the total costs to the landlord, as estimated above. Although it may not seem reasonable on its face to remove the dishwasher rather than keep it for the new tenant's use, the fact remains that it was not an appliance provided by the landlord, written permission was not given for its installation, and the dishwasher was effectively abandoned by the tenant. As such, the costs for removal of the dishwasher, re-installation of the cabinets, and plugging and patching the pantry holes, are granted to the landlord and the tenant must compensate the landlord in the amount of $167.50.

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Washing machine

The landlord is claiming that the tenant replaced the washing machine provided as part of the tenancy agreement without the landlord's written permission and stored the original washing machine in the shed. The landlord claims that storing the original washing machine in the shed may have caused freeze-up damage. The landlord moved the original washing machine to a heated storage area but has yet to determine whether or not any damage has actually occurred. The landlord claimed $65 for moving the original washing machine. The landlord also claimed $50 for the City of Yellowknife's appliance dumping fee. He admitted neither of the washing machines have been dumped as yet because he has not determined if the original one is damaged.

The tenant is not disputing that they replaced the original washing machine with one of their own. The tenant is not disputing that they stored the original washing machine in the shed over the winter. The tenant is disputing that there is likely to be any damage because she ensured the washing machine was drained of water before storing it in the shed. The tenant disputes the charge of $65, stating that she was not informed that leaving her washing machine there would be a problem. Had she been informed she would have made arrangements to remove it herself and put the original machine back. At any rate, if the original machine is damaged she has effectively provided the landlord with a replacement. Until it is proven that either of the machines is damaged, thus requiring their disposal, the tenant also disputes the $50 claim for the appliance dumping fee.

Section 5 of the tenancy agreement lists a washing machine as a provided appliance. Section 22 of the rules and regulations which form part of the tenancy agreement specifies the tenant may not install major appliances without the landlord's written consent.

To my mind, installation requires some form of technical alteration or accommodation, such as to plumbing or electrical systems. In this case, the tenant was not installing a new appliance, nor was she altering or installing new plumbing or electrical systems for the appliance. She simply exchanged one washing machine for another, using the existing systems. As such, it does not seem to me that written permission to exchange the washing machines is necessary.

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The original washing machine was provided as part of the tenancy agreement and as such belongs to the landlord. The tenant would be held liable for any damage occurring to the original washing machine as a consequence of their negligence (i.e. beyond normal wear and tear). This includes any damage occurring from moving and storing it in the shed. There is no evidence before me that the original washing machine is in fact damaged. Nor is there evidence that either it or the replacement washing machine were disposed of. The landlord's claim for appliance disposal fees is denied.

The tenant did leave the replacement washing machine in the premises upon vacating. The replacement washing machine technically belongs to her. By leaving it behind, it effectively can be termed abandoned personal property. The landlord may not have specifically completed an abandoned personal property inventory, nor did he deem the washing machine worthless, unsanitary, or unsafe to store, but he did identify that it had been left behind by the tenant on his statement of claim (invoice) dated July 18, 2015. The landlord chose to leave the replacement washing machine in the rental premises while he determined whether or not the original washing machine was still functioning, attempting to mitigate his losses. Whether it was the original washing machine being moved or the replacement washing machine, the tenant's actions necessitated moving one of them and as such I find the landlord entitled to compensation for moving costs in the amount of $65.

Fridge door shelf brackets

The landlord claimed costs for replacement of the fridge door shelf brackets and provided an invoice for the parts in the amount of $72.03. The tenant did not dispute her responsibility for the claimed damages. I find the tenant liable for the cost of replacing the fridge door shelf brackets in the amount of $72.03.

Rent increase

The tenant claims the landlord raised the rent without giving three months' written notice in accordance with the Act and requested the return of the overpaid rent. The landlord claims that the tenant entered into a new fixed-term tenancy agreement with full knowledge of the increase to the rent and agreed to pay that amount.

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Section 47(1) says that a landlord cannot increase the rent for a rental premises until 12 months have expired from the effective date of the last rent increase. Section 47(2) says that a landlord must give the tenant at least three months' written notice before the date the rent increase is to be effective. Section 47(3) says that a rent increase is not effective until three months have expired from the date the landlord gave the notice of rent increase. Section 47(3.1) says that where a rental officer determines that a landlord has breached either section 47(1) or 47(2) the rental officer may make an order requiring the landlord to return all or part of the rent increase paid by the tenant.

As previously identified, the tenancy agreement between the parties commenced August 23, 2012, at a monthly rent of $1,790. On August 6, 2014, the tenant communicated with the landlord by email her desire to enter into a new fixed-term tenancy for a period of one year commencing September 1, 2014. The landlord replied in kind on August 7, 2014, agreeing to enter into a new fixed-term tenancy, and notifying the tenant that the monthly rent would be increased by $100 to $1,890. The tenant replied her acceptance of the increased rent amount. The new fixed-term tenancy agreement was signed by both parties August 27, 2014.

I would note here that the landlord's August 7, 2014, reply to the tenant specifically said,

> "A new lease would be fine. We did a rental market survey a year ago and with that the rent on all our houses went up to $1890.00 per month. Couldn't change yours at the time because you were in a lease. If you wish to sign a new lease now for a year the new $1890.00 would be locked in for that year. Is that what you would like to do?"

I would point out that section 47(1) of the Act associates rent increases directly with the rental premises, not the tenant. Which means that it doesn't matter if the tenant is in a fixed-term or periodic tenancy agreement, as long as at least 12 months have passed since the last rent increase for the premises and the tenant receives at least three months' written notice of the impending rent increase, the landlord can increase the rent.

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In this case, the landlord breached the requirements of section 47 of the Act by imposing the rent increase less than three months from the date the tenant was notified of the rent increase. I accept the email conversation between the landlord and tenant dated August 7, 2014, as the landlord's written notice to the tenant of the rent increase of $100, from $1,790 to $1,890. However, that rent increase did not become effective until December 1, 2014. There was no dispute between the parties that the tenant had in fact paid $1,890 for each of September, October, and November 2014. I find that $300 of rent was inappropriately collected by the landlord and the landlord must return that amount to the tenant.

Security deposit

Both a written entry and exit inspection report was completed for this tenancy, signed by both parties, and as such the landlord appropriately retained the security deposit against claimed damages identified in an invoice dated July 18, 2015. The landlord failed to account for the full amount of the security deposit and interest, having only initially applied an amount of $1,800 against the claim for damages.

At hearing, the parties agreed and evidence was presented establishing that a security deposit of $1,790 and a pet security deposit of $250, for a total deposit of $2,040, were paid by the tenant on August 20, 2012, when the original tenancy agreement was signed. As previously established, the tenant vacated the rental premises July 15, 2015. The interest credited against the deposits, calculated in accordance with the Act and Regulations, amounts to $2.52. The total security deposits and interest of $2,042.52 will be applied against the amounts owed by the tenant to the landlord.

Abandoned personal property

The tenant has made submissions regarding work performed to the premises and items of value which have been left behind by her: a concrete walkway, a picnic table, the dishwasher, and the washing machine. None of these items were requested by the landlord, nor was any evidence provided that the landlord authorized or requested them. The concrete walkway admittedly is not something that can be taken with you, however, the landlord cannot be held accountable for the cost of a walkway he did not agree to have installed. The picnic table, dishwasher, and washing

machine, while they may have value to them, are effectively abandoned personal property. If the tenant wishes to retrieve them from the landlord she may do so and the landlord cannot withhold them. The tenant would be liable for any moving and storage costs associated with those items. If the tenant does not retrieve the items by October 15, 2015, the landlord may dispose of them as he sees fit.

Orders

The tenant will be required to compensate the landlord for unpaid utilities and related penalties in the amount of $684.05.

The tenant will be required to compensate the landlord for one day's rent in the amount of $63.

The tenant will be required to compensate the landlord for cleaning and repairs costs, less the total security deposits, in the amount of $586.77, calculated as follows:

Lawn mowing	$130.00
Stove and bathroom cleaning	$32.50
Laminate floor board	$195.00
Carpets replacement	$1,637.26
Steam cleaning	$210.00
Rear storm door glass	$80.00
Front storm door screen	$40.00
Removal of dishwasher, replacement of cabinet, and repair of pantry	$167.50
Moving of washing machine	$65.00
Replacement of fridge door brackets	$72.03
Sub-total	$2,629.29
Total security deposit credit	($2,042.52)
CLEANING AND REPAIRS TOTAL OWING	**$586.77**

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The landlord will be required to return to the tenant an overpayment of rent in the amount of $300.

If the tenant does not retrieve the picnic table, dishwasher, and washing machine from the rental premises by October 15, 2015, the landlord is granted permission to dispose of those items as he sees fit. Should the landlord choose to sell any of those items, the proceeds of sale must first be applied against reasonable costs of removing, storing, and selling the property, and then any remaining amount must be applied against the amounts owed by the tenant to the landlord under this order, in accordance with the provisions of section 65 of the Act.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Applicant's written statement of claim

Exhibit 2: Email from Kirsten Kaip to Chayton2 dated July 22, 2015

Exhibit 3: Micon Investments invoice number 16 dated July 18, 2015

Exhibit 4: City of Yellowknife utility account transaction journal dated July 23, 2015

Exhibit 5: City of Yellowknife official receipt number 610792 dated July 14, 2015

Exhibit 6: Residential tenancy lease agreement signed August 27, 2014

Exhibit 7: Email conversation between kirstenkaip@hotmail.com and mitchd@theedge.ca dated from July 22 to July 24, 2015

Exhibit 8: Accommodation inspection report: move in signed August 23, 2015; move out signed July 13, 2015

Exhibit 9: Set of six photographs of applicant's Canadian Tire statement

Exhibit 10: Text message conversation between Kirsten Kaip and Angela Moran dated from July 1 to July 4, 2015

Exhibit 11: Screen shot of CIBC chequing account E-transfer to Angela Moran

Exhibit 12: Set of seven photographs of rental premises

Exhibit 13: Email conversation between kirstenkaip@hotmail.com and Mdentinger@yellowknifechrysler dated August 30, 2012

Exhibit 14: Email conversation between kirstenkaip@hotmail.com and connie@ykstorage.com dated from April 29 to April 30, 2013

Exhibit 15: Email conversation between kirstenkaip@hotmail.com and doug_car@gov.nt.ca dated May 1, 2013

Exhibit 16: Set of three photographs of rental premises

Exhibit 17: Email conversation between kirstenkaip@hotmail.com and connie@ykstorage.com dated from April 30 to May 6, 2013

Exhibit 18: Email conversation between kirstenkaip@hotmail.com and connie@ykstorage.com dated from September 16 to October 11, 2013

Exhibit 19: Email conversation between kirstenkaip@hotmail.com and connie@ykstorage.com dated from October 27 to November 4, 2013

Exhibit 20: Text message conversation between Mitch and Kirsten dated from April 19 to July 20, 2015

Exhibit 21: Kirsten Kaip's CIBC account statement for August 1 to August 31, 2012

Exhibit 22: Email from kirstenkaip@hotmail.com to connie@ykstorage.com dated August 6, 2014

Exhibit 23: Email from connie@ykstorage.com to kirstenkaip@hotmail.com dated August 7, 2014

Exhibit 24: Email from kirstenkaip@hotmail.com to connie@ykstorage.com dated August 7, 2014

Exhibit 25: Email dated September 15, 2015, from mitchd@theedge.ca with three photographs of the rental premises

Exhibit 26: Email dated September 15, 2015, from mitchd@theedge.ca with three photographs of the rental premises

Exhibit 27: Email dated September 15, 2015, from mitchd@theedge.ca

Exhibit 28: Emails between robindenise84@hotmail.com and mitch@ykstorage.com dated from August 20 to September 10, 2015

Exhibit 29: Canadian Tire receipt #453 dated July 14, 2015

Exhibit 30: Set of two photographs taken July 13, 2015, and two photographs taken September 14, 2015

Exhibit 31: Respondent's written response to application received by email September 7, 2015

Exhibit 32: Emails between connie@ykstorage.com, lisettekaip@theedge.ca, and kirstenkaip@hotmail.com dated from August 30 to September 1, 2015

Exhibit 33: Micon Investments invoice number 16A dated August 29, 2015

Exhibit 34: Emails between johnmpraetzel@hotmail.com, mdetinger@yellowknifechrysler.com, and cdentinger@live.ca dated from July 29, 2009, to December 2, 2009

Exhibit 35: Email from johnmpraetzel@hotmail.com to rentaloffice@gov.nt.ca dated September 19, 2009

Exhibit 36: Set of eight photographs of the rental premises

Exhibit 37: Written statement of Kristin (Tarrant) Praetzel and John Praetzel dated September 7, 2015

Exhibit 38: Micon Investments invoices number 1 and 3 dated September 1, 2012

Exhibit 39: Set of 13 photographs of the rental premises

Exhibit 40: Written statement of Connie Dentinger

Exhibit 41: Arctic Appliance invoice number 99641 dated July 21, 2015

Exhibit 42: Email from robindenise84@hotmail.com to Mitch dated August 20, 2015

Exhibit 43: Carl's Carpet Cleaning Ltd. Invoice dated July 15, 2015

Exhibit 44: Elite Commercial Flooring invoice number 1606 dated November 14, 2013

Exhibit 45: Elite Commercial Flooring invoice number 1605 dated November 14, 2013

Exhibit 46: City of Yellowknife tax arrears statement dated September 6, 2015

Exhibit 47: City of Yellowknife utility arrears correspondence to the landlord dated February 5, 2015