

IN THE MATTER between **Jimoh Morakinyo and Florence Morakinyo**, Applicants,  
and **Florence Brown**, 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:

**JIMOH MORAKINYO and FLORENCE MORAKINYO**

Applicants/Landlords

- and -

**FLORENCE BROWN**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 42(3)(e) and 45(4)(d) of the *Residential Tenancies Act*, the respondent must compensate the applicants for repairs and cleaning costs in the amount of \$2,571.29 (two thousand five hundred seventy-one dollars twenty-nine cents).

DATED at the City of Yellowknife in the Northwest Territories this 23rd day of  
November 2015.

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Adelle Guigon  
Deputy Rental Officer

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R-5 (the "Act");

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BETWEEN:

**JIMOH MORAKINYO and FLORENCE MORAKINYO**

Applicants/Landlords

-and-

**FLORENCE BROWN**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>October 7, 2015</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>Paula Smith, representing the applicants</b>
<b><u>Date of Decision:</u></b>	<b>November 19, 2015</b>

### **REASONS FOR DECISION**

An application to a rental officer made by Triton Property Management as the agent for Jimoh Morakinyo and Florence Morakinyo as the applicants/landlords against Florence Brown as the respondent/tenant was filed by the Rental Office August 14, 2015. The application was made regarding a residential tenancy agreement for the rental premises known as 69 Gold City Court in Yellowknife, Northwest Territories. The applicant served a copy of the filed application on the respondent September 2, 2015.

The applicant alleged the respondent had caused damages to the rental premises and failed to pay for utilities. An order was sought for compensation for repairs, cleaning, and utilities. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for October 7, 2015, in Yellowknife, Northwest Territories. Ms. Paula Smith appeared representing the applicants. Ms. Florence Brown was served a notice of attendance by email deemed received October 1, 2015, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

#### *Tenancy agreement*

The tenancy agreement entered into evidence established an agreement between the parties commencing September 1, 2014, for a fixed-term to August 31, 2015. The rental premises was identified as 69 Gold City Court in Yellowknife, Northwest Territories. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

#### *Abandonment*

An order was issued by the rental officer dated April 29, 2015, terminating the tenancy agreement May 31, 2015, and evicting the tenant June 1, 2015. That order was not enforced, and the landlord permitted the tenant to remain in the rental premises. In July the landlord's agent had not heard from the tenant, and on July 17, 2015, entered the premises for the purpose of determining whether or not the tenant had abandoned it. Upon entry it was deemed the tenant had in fact abandoned the rental premises, and as such the landlord's agent reclaimed possession of the rental premises. The locks were changed to secure the premises. I am satisfied the tenant abandoned the rental premises on or about July 17, 2015.

### *Damages and cleaning*

An exit inspection was conducted by the landlord's agent in the tenant's absence on July 17<sup>th</sup>. A written report was completed and photographs were taken. The premises was documented to contain significant amounts of garbage and worthless property throughout, and it had not been cleaned to any extent. The garage was similarly displayed, with rotting garbage and evidence of extensive amounts of animal urine permeating the surfaces. Additional damages were noted to the basement steps and wall, the main door and frame, and the master bedroom door.

Significant work was required to empty the premises, dump the garbage, repair the damages, and return all parts of the property to a livable condition. Costs associated with these repairs and cleaning were calculated and invoiced to the tenant in the amount of \$3,207.80. I am satisfied, based on the evidence and testimony presented, that the amount of work claimed was significant and that the amount claimed for the necessary repairs and cleaning is reasonable.

### *Utilities*

Section 5 of the tenancy agreement sets out the tenant's responsibility for water and heat, among other utilities. Section 45 of the Act sets out the tenant's responsibility to comply with additional obligations. The applicant's agent provided into evidence transaction reports from Superior Propane (heat) and the City of Yellowknife (water).

The Superior Propane transaction report reflects charges associated with the rental premises up to and including October 1, 2015. It includes a delivery charge from September 24, 2015. Due to the fixed-term of the tenancy ending August 31, 2015, and the premises not being re-rentable for the month of August 2015, the tenant is certainly liable for utilities up to August 31, 2015; the tenant is not liable for utilities for September 2015. I am satisfied the late payment penalties applied to the account are costs the tenant is responsible for due to failing to make payments against the propane account. I am satisfied the tenant has failed to comply with her obligation to pay the propane bill for the rental premises and I find her liable to the landlord for that utility in the amount of \$771.42.

The City of Yellowknife transaction report reflects charges associated with the rental premises up to and including October 5, 2015. Late payment penalties are reflected in the transaction report, and the last utility charge was for the month of August 2015. I am satisfied the tenant has failed to comply with her obligation to pay the water bill for the rental premises and I find her liable to the landlord for that utility in the amount of \$1,392.31.

The total outstanding utilities arrears are \$2,163.73.

*Security deposit*

The tenant paid a security deposit of \$2,300 and a pet security deposit of \$500, for a total security deposit of \$2,800. Section 1 of the Act defines rent as including utilities, whether or not there is a separate charge for them. Section 18(4) of the Act permits a landlord to retain the security deposit against rental arrears and for repair of damages caused by the tenant. Section 18(5) of the Act prohibits the landlord from retaining the security deposits against repairs unless both an entry and exit inspection report have been completed. I am satisfied the landlord has fulfilled their obligation to complete both an entry and exit inspection report in this case. I am satisfied that the security deposits were appropriately retained against the utilities, repairs costs, and cleaning costs.

The interest on the security deposits calculates to \$0.24. The total security deposits is \$2,800.24. Applied first against the outstanding utilities of \$2,163.73, the remaining security deposit of \$636.51 will be applied against the cost of repairs and cleaning.

*Order*

An order will issue requiring Ms. Florence Brown to compensate the applicants for the costs of repairs and cleaning in the amount of \$2,571.29.

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Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Triton Enterprises Ltd. Invoice number 1273 dated July 28, 2015

Exhibit 2: City of Yellowknife utility account transaction journal dated August 10, 2015

Exhibit 3: Tenancy agreement signed August 29, 2014

Exhibit 4: Security deposits statement dated August 2015

Exhibit 5: Entry and exit inspection reports

Exhibit 6: Set of 9 photographs

Exhibit 7: Applicant's invoice number 1273 dated July 28, 2015

Exhibit 8: Superior Propane transaction report dated October 7, 2015

Exhibit 9: City of Yellowknife utility account transaction journal dated October 7, 2015