

IN THE MATTER between **Wendy Mohr**, Applicant, and **Jean Bowie and Matthew Bowie**, 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:

WENDY MOHR

Applicant/Landlord

- and -

JEAN BOWIE and MATTHEW BOWIE

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 42(3)(e), 45(4)(c), and 45(4)(d) of the *Residential Tenancies Act*, the respondents must compensate the applicant for cleaning and repairs to the rental premises and loss suffered as a direct result of failing to comply with their obligation to maintain the ordinary cleanliness of the rental premises in the total amount of \$2,971.81 (two thousand nine hundred seventy-one dollars eighty-one cents).

DATED at the City of Yellowknife in the Northwest Territories this 9th day of December 2015.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Wendy Mohr**, Applicant, and **Jean Bowie and Matthew Bowie**, 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:

WENDY MOHR

Applicant/Landlord

-and-

JEAN BOWIE and MATTHEW BOWIE

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 25, 2015
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Wendy Mohr, applicant
<u>Date of Decision:</u>	November 25, 2015

REASONS FOR DECISION

An application to a rental officer made by Wendy Mohr as the applicant/landlord against Jean Bowie and Matthew Bowie as the respondents/tenants was filed by the Rental Office October 6, 2015. The application was made regarding a residential tenancy agreement for the rental premises known as 128 Kam Lake Road in Yellowknife, Northwest Territories. The applicant served a copy of the filed application on the respondents by email deemed received October 12, 2015, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondents had accumulated rental arrears, failed to pay utilities, caused damages to the rental premises, and left the rental premises in a substantially less than ordinary state of cleanliness. An order was sought for payment of the rental arrears, compensation for unpaid utilities, compensation for repairs, and compensation for cleaning. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for November 25, 2015, by teleconference. Ms. Wendy Mohr appeared as applicant. Ms. Jean Bowie and Mr. Matthew Bowie were sent notices of attendance by registered mail deemed served November 5, 2015, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act), and then were served again by email deemed received November 23, 2015, pursuant to section 4(4) of the Regulations. Neither Ms. Bowie nor Mr. Bowie appeared at hearing, nor did anyone appear on their behalf. The hearing proceeded in their absence pursuant to section 80(2) of the Act.

Tenancy agreement

The written tenancy agreement entered into evidence establishes an agreement between the parties for the rental premises identified as 128 Kam Lake Road in Yellowknife, Northwest Territories. The tenancy commenced November 1, 2014. The monthly rent was set at \$2,100. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

In May 2015, the respondents gave the landlord written notice of their intention to vacate the rental premises by the end of June 2015. No further communication had occurred between the parties when the applicant discovered the rental premises abandoned on June 18, 2015.

Additional subsequent efforts to communicate with the respondents were not responded to. The respondents did not participate in an exit inspection of the premises.

Cleaning and repairs

The applicant testified that upon discovering the rental premises abandoned she inspected the premises. She found the property in a state of disarray. The yard was littered with furniture, dog faeces, a discarded fireplace, random items, and was generally un-cared for. The deck was full of garbage and cigarette butts. The interior of the premises was dirty throughout, there was dog hair everywhere, the appliances had not been cleaned, there was food left in the fridge and cupboards, a deep fryer still had oil in it, the walls had been scratched by the pets, and five window/door screens were damaged. The applicant further testified that she and her husband spent at least two days (with six dump loads) cleaning the yard and deck, and then another 40 hours repairing the walls, replacing the screens, and cleaning the interior of the premises; she estimates the value of the work performed to return the premises to a habitable state to be \$1,380, including materials to effect repairs. I am satisfied this claim is reasonable under the circumstances and I find the respondents liable to compensate the applicant for the cost of repairs and cleaning in the amount of \$1,380.

Rental arrears and utilities

The applicant testified that when the respondents vacated the rental premises they had only paid half the rent for June. I find the respondents have accumulated rental arrears in the amount of \$1,050.

Sections 5 and 7 of the tenancy agreement specify that the tenant is responsible for leaving "\$250.00 worth of propane in tank upon moving out". The applicant claimed \$250 for the propane, citing this agreement. However, the applicant was unable to prove that \$250 worth of propane was not left in the tank at the end of June. As such, their claim for \$250 for propane is denied.

Section 5 of the tenancy agreement specifies that the tenant is responsible for the water account with the City of Yellowknife. The applicant provided a utility account transaction journal from the City of Yellowknife for the water account at the rental premises; the journal reflects transactions from November 25, 2013, to September 4, 2015, and includes late payment penalties. I am satisfied the journal accurately reflects the current status of the water account for the rental premises.

The applicant originally claimed water account arrears which had accumulated since November 2013 in the amount of \$1,551.17. The applicant indicated the respondents had been part of a joint tenancy agreement with other tenants during that period. However, the applicant and respondents entered into a new joint tenancy agreement without the other tenants which commenced in November 2014. As such, the arrears accumulated prior to November 2014 cannot be held against the respondents under the new tenancy. Calculating the charges, penalties, and payments incurred since November 2014, I find the respondents' have failed to comply with their obligation to pay the water account and have arrears in the amount of \$542.34.

Loss suffered

As a consequence of the condition the rental premises was left in by the respondents, and the time it took for the applicant to return the premises to a habitable state, the applicant was unable to re-rent the premises until August. The applicant is claiming the rent for July in the amount of \$2,100 in compensation. Having been satisfied that the condition of the premises was in a significantly less than ordinary state of cleanliness and required substantial efforts to clean and repair, I am also satisfied that the applicant suffered the loss of rent for the month of July as a direct consequence of the respondents' actions. I find the applicant's claim of rent for July in the amount of \$2,100 reasonable compensation for the loss suffered.

Security deposit

The security deposit plus interest credited to the respondents amounts to \$2,100.53. Interest was calculated by me in accordance with the Act. Rent is defined in the Act as including utilities. The security deposit of \$2,100 was appropriately retained against the total amount of \$2,851.17 originally claimed by the applicant for rental arrears – the outstanding rent for June of \$1,050, the water account arrears of \$1,551.17, and the propane charge of \$250. A statement of security deposit was provided to the respondents in accordance with the Act.

I am satisfied the security deposit was retained in accordance with the Act and will apply the total security deposit of \$2,100.53 against the granted rental arrears of \$1,050 for June's rent and \$542.34 for the water account arrears. The remaining security deposit of \$508.19 will be applied against the costs of repairs and cleaning, resulting in a remaining balance for repairs and cleaning in the amount of \$871.81.

Orders

An order will issue requiring Ms. Jean Bowie and Mr. Matthew Bowie to compensate the applicant for repairs and cleaning costs in the amount of \$871.81 and lost rent in the amount of \$2,100, for a total amount of compensation of \$2,971.81.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Statement of security deposit dated July 10, 2015

Exhibit 2: Tenancy agreement signed October 29, 2014

Exhibit 3: City of Yellowknife utility account transaction journal dated September 30, 2015

Exhibit 4: Correspondence to Douglas John Mohr from the City of Yellowknife with attached receipt from the City of Yellowknife