

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Ruth Jerome**,
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 town of Inuvik in the Northwest Territories**.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

RUTH JEROME

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears in the amount of \$7,244.82 (seven thousand two hundred forty-four dollars eighty-two cents).
2. Pursuant to section 45(4)(d) of the *Residential Tenancies Act*, the respondent must pay to the applicant costs associated with cleaning the rental premises in the amount of \$500.00 (five hundred dollars).

DATED at the City of Yellowknife in the Northwest Territories this 7th day of April
2014.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Ruth Jerome**,
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:

NPR LIMITED PARTNERSHIP

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-and-

RUTH JEROME

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REASONS FOR DECISION

<u>Date of the Hearing:</u>	March 21, 2014
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories, via teleconference
<u>Appearances at Hearing:</u>	Aru Vashisht, representing the applicant
<u>Date of Decision:</u>	March 21, 2014

REASONS FOR DECISION

An application to a rental officer made by NPR Limited Partnership as the applicant/landlord against Ruth Jerome as the respondent/tenant was filed by the Rental Office May 16, 2013. The application was made regarding a residential tenancy agreement for the rental premises known as 145 Gwich'in Road in Inuvik, Northwest Territories. The applicant served a copy of the filed application package on the respondent by registered mail signed for June 3, 2013.

The applicant alleged in the original application that the respondent had accumulated rental arrears and sought an order for payment of the rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for August 28, 2013, and notices of attendance were sent to the parties by registered mail. The applicant was represented at the hearing, however, it was learned that the respondent – who was not represented at hearing – had abandoned the rental premises and her location was unconfirmed. The hearing was adjourned *sine die* pending receipt of a forwarding address for the respondent.

The hearing was rescheduled for March 21, 2014, after the applicant provided a forwarding address for the respondent. Ms. Aru Vashisht appeared representing the applicant. Ms. Ruth Jerome was served the notice of attendance by registered mail to two addresses – one in Inuvik and one in Fort McPherson – which were signed for March 3 and 19, 2014, respectively. Ms. Jerome did not appear at hearing, nor did anyone appear on her behalf. The hearing proceeded in her absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

The applicant amended their application to request an order for payment of rental arrears and costs associated with cleaning the rental premises after Ms. Jerome abandoned it.

Ms. Vashisht testified that Ms. Jerome had been in a tenancy agreement with the applicant since December 1, 2012. Ms. Jerome abandoned the rental premises the end of June 2013 and the applicant regained possession on July 1, 2013. Both a written entry and exit inspection were conducted of the rental premises. The exit inspection was conducted in the respondent's absence July 1, 2013, and photographs were taken at that time. The applicant is not claiming any tenant damages, but they are claiming cleaning costs in the amount of \$500. The photographs entered

into evidence support their claim, showing a rental premises left in a state of disarray with several pieces of abandoned personal property and garbage within and without the property, uncleaned carpets and walls, and unkempt yard. The claim of \$500 is meant to cover the costs associated with removal of the abandoned personal property and garbage and cleaning of the entire rental premises.

Ms. Vashisht also testified to Ms. Jerome's accumulated rental arrears. As of July 1, 2013, the rental arrears, including minimal late payment penalties, were \$9,045.06. The applicant applied the security deposit of \$1,800.24 against these arrears, reducing the amount of rental arrears to \$7,244.82. This amount represents approximately four months' rent outstanding.

Tenancy agreement

The lease agreement entered into evidence by the applicant was signed November 28, 2012, for a fixed-term tenancy from December 1, 2012, to November 30, 2013, for the rental premises known as 145 Gwich'in Road in Inuvik, Northwest Territories. I am satisfied a valid tenancy agreement was in place between the parties.

Cleaning costs

Section 45(2) of the Act requires a tenant to maintain the rental premises in a state of ordinary cleanliness. The photographs of the rental premises entered into evidence by the applicant were taken the day the landlord regained possession of the rental premises and clearly show the rental premises were not kept in a state of ordinary cleanliness. The entry/exit inspection report further corroborates the applicant's allegation that the rental premises was not returned to them in the same clean condition as it was when the tenancy commenced. The photographs reveal the significant amount of abandoned personal property and garbage that needed to be removed from the premises. I am satisfied the claim of \$500 for removal of property and garbage and cleaning is reasonable and I find Ms. Jerome has breached her obligation to maintain the rental premises in a state of ordinary cleanliness.

Rental arrears

The resident ledger entered into evidence by the applicant is the landlord's accounting of charges applied to and payments made by the respondent. I am satisfied the ledger is an accurate accounting of the said charges and payments. It clearly shows the last payment made by the respondent was for \$1,000 on February 19, 2013. It also shows the landlord's application of

minimal late payment penalties for the months of February, April, May, and June 2013. The ledger also shows the application of the security deposit plus interest against the rental arrears. I find Ms. Jerome has accumulated rental arrears of \$7,244.82 remaining after the application of the security deposit.

An order will issue requiring Ms. Jerome to pay rental arrears in the amount of \$7,244.82 and costs for cleaning the rental premises in the amount of \$500.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Resident ledger dated May 14, 2013
- Exhibit 2: Lease agreement signed November 28, 2012
- Exhibit 3: Applicant's outstanding balance correspondence to respondent dated February 15, 2013
- Exhibit 4: Applicant's outstanding balance correspondence to respondent dated March 14, 2013
- Exhibit 5: Applicant's outstanding balance correspondence to respondent dated April 12, 2013
- Exhibit 6: Applicant's outstanding balance correspondence to respondent dated May 13, 2013
- Exhibit 7: Entry and exit inspection report
- Exhibit 8: Set of eight photographs of rental premises
- Exhibit 9: Move out statement dated March 20, 2014
- Exhibit 10: Resident ledger dated March 20, 2014