

IN THE MATTER between **NPRLP**, Applicant, and **K.K.**, 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**, Rental Officer,

BETWEEN:

NPRLP

Applicant/Landlord

-and-

K.K.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 14, 2016

Place of the Hearing: Inuvik, Northwest Territories

Appearances at Hearing: B.L., representing the applicant

Date of Decision: June 14, 2016

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the applicant/landlord against K.K. as the respondent/tenant was filed by the Rental Office March 21, 2016. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The applicant served a copy of the filed application on the respondent by email deemed received April 2, 2016, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondent had repeatedly failed to pay rent on time, had accumulated rental arrears, had disturbed other tenants' enjoyment of the rental premises and residential complex, and had caused damages to the residential complex. An order was sought for payment of rental arrears, payment for costs of repairs, termination of the tenancy agreement, and eviction.

A hearing was scheduled for June 14, 2016, in Inuvik, Northwest Territories. The rental officer appeared by telephone. Mr. B.L. appeared representing the applicant. Mr. K.K. was served notice of the hearing by email deemed received May 27, 2016, pursuant to section 4(4) of the Regulations. Mr. K. did not appear at hearing, nor did anyone appear on his behalf. The hearing proceeded in his absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The applicant's representative testified and provided evidence establishing a tenancy agreement between the parties commencing October 23, 2015. Since filing of this application to a rental officer, the respondent vacated the rental premises and an exit inspection was conducted in the respondent's absence on May 5, 2016. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

Disturbances

The applicant's claim regarding disturbances was not substantiated and became a moot point once the respondent vacated the rental premises.

Security deposit

The respondent had paid a security deposit in the amount of \$1,300 in two installments of \$650 each. Upon vacating the rental premises, the applicant credited the security deposit to the respondent's rent account. The credit of the interest on the security deposit was overlooked both by the applicant in crediting the rent account and at hearing by the rental officer. That oversight will be remedied in this order. The interest on the \$1,300 security deposit, calculated in accordance with the Act and Regulations, amounts to \$0.25.

Rental arrears

The resident ledgers entered into evidence represent the landlord's accounting of monthly rents and payments made against the respondent's rent account. I am satisfied the ledgers accurately reflect the current status of the respondent's rent account.

The landlord applied late payment penalties against the respondent's rent account when rent payments were late. I am satisfied the penalties have been calculated in accordance with the Act and Regulations.

I find the respondent has accumulated rental arrears in the amount of \$3,982. After applying the total security deposit of \$1,300.25 against the rental arrears, I find the respondent has a remaining rental arrears balance owing of \$2,681.75.

Cleaning and removal of abandoned personal property

The applicant's representative testified and provided evidence establishing that upon vacating the respondent had failed to clean the rental premises and had left personal items behind. Using in-house maintenance and cleaning personnel, the applicant's representative claimed an amount of \$450 to remove the property and garbage, and to thoroughly clean the entire rental premises. I am satisfied the amount claimed by the applicant for cleaning and property removal is reasonable.

I find the respondent has failed to comply with his obligation to maintain the ordinary cleanliness of the rental premises. I find the respondent liable for cleaning and property removal costs in the total amount of \$450.

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$2,681.75 and to pay costs for cleaning and property removal in the amount of \$450.

Adelle Guigon
Rental Officer