

IN THE MATTER between **NPRLP**, Applicant, and **B.M. and S.T.**, 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**, Rental Officer,

BETWEEN:

NPRLP

Applicant/Landlord

-and-

B.M. and S.T.

Respondents/Tenants

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 B.M. and S.T. as the respondents/tenants 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 respondents by registered mail signed for April 4, 2016.

The applicant alleged the respondents had repeatedly failed to pay their rent on time and had accumulated rental arrears. An order was sought for payment of rental arrears, 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. B.M. and Ms. S.T. were served notices of the hearing by registered mail signed for May 27, 2016. Neither Mr. M. nor Ms. T. appeared at hearing, nor did anyone appear on their behalf. The hearing proceeded in their absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The applicant's representative testified and presented evidence establishing a tenancy agreement between the parties commencing February 1, 2015. The respondents gave notice to terminate their tenancy for March 31, 2016, which was accepted by the applicant. The respondents vacated the premises prior to March 31st and consented to the applicant's repossession of the rental premises on March 24th. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

Security deposit

The respondents had paid a security deposit in the amount of \$1,200 at commencement of the tenancy. 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 \$1,200 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 respondents' rent account. It includes the application of late payment penalties, which I am satisfied have been calculated in accordance with the Act and the *Residential Tenancies Regulations* (the Regulations). The ledgers also include an entry for rent for April 2016, which was acknowledged at hearing by the applicant's representative as an incorrect entry which should be reversed. I am satisfied the amended ledger accurately reflects the current status of the respondents' rent account.

I find the respondents have accumulated rental arrears in the amount of \$4,082. The applicant appropriately retained the security deposit against the rental arrears. I find after application of the security deposit that the respondents have a remaining amount of rental arrears owing of \$2,881.75.

Cleaning and repairs

The applicant's representative testified and provided evidence establishing the requirement for cleaning and repairs to be made to the rental premises upon the respondents' departure. An exit inspection was conducted in the respondents' absence on March 24, 2016. The resulting report and the move out statement were forwarded to the respondents by the applicant. The exit inspection report and photographic evidence support the applicant's claim for costs associated with removing abandoned personal property, steam cleaning the carpets,

repairing the kitchen fan, repairing holes in the living room walls, repairing the master bedroom window handle, repairing a crack in the wall by the master bedroom window, repairing a hole behind the storage room door, replacing the entrance lock sets (keys were not returned), and cleaning of the rental premises, including the appliances.

I am satisfied the amounts claimed for the costs to effect the necessary property removal, cleaning, and repairs is reasonable. At hearing, a mathematical error in calculating the 15 percent admin fees was missed. Additionally, the GST on all costs except cleaning was not accounted for. The cleaning was completed by in-house personnel; as such GST does not apply to that cost. The costs claimed are as follows:

Removal of property	\$350.00
Steam cleaning carpets	\$250.00
Labour for repairs (30 hours)	\$1,500.00
Materials for repairs	\$424.50
Sub-total	\$2,524.50
15% Admin Fee	\$378.68
Sub-total	\$2,903.18
GST	\$145.16
Sub-total	\$3,048.34
Cleaning, including 15% Admin Fee	\$230.00
TOTAL	\$3,278.34

I find the respondents liable for the costs of repairs and cleaning in the amount of \$3,278.34.

Orders

An order will issue requiring the respondents to pay rental arrears in the amount of \$2,881.75 and to pay costs of repairs and cleaning in the amount of \$3,278.34.

Adelle Guigon
Rental Officer