

IN THE MATTER between **L.C.**, Applicant, and **W.L. and D.Z.**, 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:

L.C.

Applicant/Landlord

-and-

W.L. and D.Z.

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: June 17, 2016

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: L.C.

Date of Decision: June 17, 2016

REASONS FOR DECISION

An application to a rental officer made by L.C. as the applicant/landlord against W.L. and D.Z. as the respondents/tenants was filed by the Rental Office March 14, 2016. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The applicant served a copy of the filed application on the respondents by email deemed received April 8, 2016, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondents had failed to refill the fuel tank and clean the premises upon vacating the rental premises. An order was sought for payment of the fuel tank refill and cleaning costs.

A hearing was scheduled for June 17, 2016, in Yellowknife, Northwest Territories. Ms. L.C. appeared as applicant. Ms. W.L. and Mr. D.Z. were served with notices of the hearing by email deemed received May 28, 2016, pursuant to section 4(4) of the Regulations. Neither Ms. L. nor Mr. Z. 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 testified and provided evidence establishing a tenancy agreement between the parties commencing November 1, 2015. Written notice by the respondents to terminate the tenancy agreement February 28, 2016, was acknowledged and agreed to in writing by the applicant on February 15, 2016. The respondents subsequently vacated the rental premises by February 29, 2016. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act and that it was terminated on February 28, 2016, in accordance with the Act.

Fuel

Section 5 of the tenancy agreement specifies the tenants' responsibility for utilities, including 'heat oil'. I accept that 'heat oil' is also referred to as fuel. The applicant testified that the fuel tank was full when the respondents' took possession of the rental premises and that the respondents had not refilled the tank when they vacated. She provided an invoice from Matonabee Petroleum Ltd. dated March 2, 2016, for a fuel delivery to the rental premises for the amount of \$566.43.

I am satisfied the respondents failed to comply with their obligation to refill the fuel tank. I find the respondents liable to the applicant for the cost to refill the fuel tank in the amount of \$566.43.

Cleaning

The applicant testified that she inspected the rental premises in the respondents' absence on March 1, 2016. She observed a premises that had not been sufficiently cleaned by the respondents and that had various items left behind. Photographs were provided showing walls with dirt and grime, floors and baseboards with spills in the corners, the stove had burned residue on the ceramic range, and the vent and top edge of the oven door had dust and residue. The photographs admittedly did not represent the full extent of work to be completed, as testified to by the applicant. Costs claimed by the applicant to clean the premises amounted to \$250 and to remove the garbage amounted to \$75, for a total of \$325.

I am satisfied the respondents failed to comply with their obligation to clean the rental premises upon vacating and remove all property, including garbage. I find the respondents liable to the applicant for the costs associated with cleaning and removing garbage in the total amount of \$325.

Order

An order will issue requiring the respondents to pay costs for cleaning and fuel in the total amount of \$891.43.

Adelle Guigon
Rental Officer