

IN THE MATTER between **L.H.**, Applicant, and **T.B.**, 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:

**L.H.**

Applicant/Landlord

-and-

**T.B.**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>June 17, 2016</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>P.S., representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>June 17, 2016</b>

**REASONS FOR DECISION**

An application to a rental officer made by L.H. as the applicant/landlord against T.B. as the respondent/tenant was filed by the Rental Office March 15, 2016. The application was made regarding a residential tenancy agreement for a rental premise located in Yellowknife, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for April 12, 2016.

The applicant alleged the respondent had failed to comply with a rental officer order, had failed to pay rent, had accumulated additional rental arrears, and had failed to permit access to the premises for necessary property upgrades. An order was sought for payment of rental arrears and eviction.

A hearing was scheduled for June 17, 2016, in Yellowknife, Northwest Territories. Ms. P.S. appeared representing the applicant. Mr. T.B. was sent notice of the hearing by registered mail to his last known address deemed served June 2, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). He was also notified by detailed voicemail message left June 12, 2016. Mr. B. 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 Act.

*Tenancy agreement*

The applicant's representative testified and presented evidence establishing a tenancy agreement between the parties. Since filing of the application, the respondent abandoned the rental premises and the applicant reclaimed possession on May 31, 2016. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

As a consequence of the respondent's abandonment of the rental premises, the applicant's representative amended their application accordingly to request payment of rental arrears, payment for unpaid utilities, and payment of costs to clean and effect repairs to the rental premises.

### *Rental arrears*

The applicant's representative testified and provided evidence that the respondent had failed to pay the rent for January and May 2016. I find the respondent has accumulated rental arrears in the amount of \$2,400.

### *Utilities*

The written tenancy agreement specifies the tenant's responsibility for water and heating fuel. The applicant's representative provided a water utility account transaction journal from the City of Yellowknife clearly indicating outstanding water bills for the rental premises totalling \$1,200.65 as of June 3, 2016. The applicant's representative testified that upon conducting the exit inspection of the rental premises after the respondent abandoned it they discovered that the fuel tank was completely empty of fuel. An invoice from Matonabee Petroleum Ltd. was submitted indicating the cost to refill the fuel tank amounted to \$1,053.36.

I am satisfied the respondent failed to comply with his additional obligations to pay utility costs specific to the water bill and the heating fuel. I find the respondent liable to the applicant for utility costs in the total amount of \$2,253.36.

### *Cleaning and repairs*

The applicant's representative testified and provided evidence establishing the deplorable condition of the rental premises upon the respondent's departure. Extensive personal property and garbage was left behind, the interior and exterior of the premises had not been cleaned, the washer and dryer were missing, and the exterior door locks had to be replaced because the respondent failed to return the keys. The total claimed for costs associated with cleaning and repairs, including GST, amounted to \$4,132.80.

I am satisfied the costs claimed to remedy the effects of the respondent's actions are reasonable. The applicant appropriately retained the security deposit of \$1,403.93 against the costs of repairs and cleaning. I find the respondent liable to the applicant for costs of repairs and cleaning after the deduction of the security deposit in the remaining amount of \$2,728.87.

*Orders*

An order will issue requiring the respondent to pay rental arrears in the amount of \$2,400; to pay outstanding utilities in the total amount of \$2,253.36; and to pay remaining costs of cleaning and repairs in the total amount of \$2,728.87.

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Adelle Guigon  
Rental Officer