

IN THE MATTER between **TRPM**, Applicant, and **JD**, 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:

TRPM

Applicant/Landlord

-and-

JD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 27, 2016

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the applicant

Date of Decision: September 27, 2016

REASONS FOR DECISION

An application to a rental officer made by TRPM as the applicant/landlord against JD as the respondent/tenant was filed by the Rental Office June 24, 2016. The application was made regarding a rental premises located in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on the respondent June 29, 2016.

The applicant alleged the respondent had failed to pay rent when due, had accumulated rental arrears, had failed to pay the security deposit in full, and had caused damages to the rental premises. An order was sought for payment of the outstanding security deposit, payment of rental arrears, and payment of costs for repairs.

A hearing was scheduled for September 27, 2016, in Yellowknife, Northwest Territories. Ms. PS appeared representing the applicant. Ms. JD was sent notice of the hearing by registered mail deemed served September 16, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The applicant's representative testified and provided evidence establishing a residential tenancy agreement between the parties commencing July 1, 2015. She further testified and provided evidence establishing that the tenancy agreement ended when the respondent moved out of the rental premises June 30, 2016. As such, the applicant's representative withdrew the request for payment of the outstanding security deposit. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

Rental arrears and utilities

The applicant's representative testified and provided evidence establishing that the rent of \$1,350 for the month of June 2016 had not been paid by the respondent, that the water bill with the City of Yellowknife had not been paid, and that the fuel tank had not been filled upon vacating the rental premises.

I am satisfied the respondent failed to pay the rent for June and I find the respondent liable to the applicant for rental arrears in the amount of \$1,350.

Section 5 of the tenancy agreement specifies the tenant is responsible for water and heat (among other utilities). Section 45(1) of the Act requires a tenant to comply with additional obligations that are included in a written tenancy agreement.

The applicant's representative provided a copy of a utility (water) bill issued by the City of Yellowknife dated September 12, 2016. The water bill addresses the account holders as DR and JD, and indicates a balance owing on the account of \$878.68. No evidence was provided, and the applicant's representative confirmed, that the landlord had not paid the water account balance themselves. Nor has the water account balance yet been transferred to the property owner's tax account. While the respondent has clearly breached their obligation to pay their water bill, the applicant has not yet suffered any losses as a direct result of that breach. Effectively, the respondent has until the end of the calendar year to resolve their water bill debt with the City. If the respondent does not resolve that debt by then and the debt gets transferred to the property owner's tax account, then the applicant will be in a position to request an order for the respondent to pay to the applicant costs for the water bill. The applicant's claim for the water bill is denied at this time.

The applicant's representative provided a copy of a fuel delivery receipt issued by Matonabee Petroleum Ltd. dated August 30, 2016, in the amount of \$347.40. I am satisfied the rental premises would not have required use of the furnace during the months of July and August. Therefore, the amount of fuel required to fill the tank at the end of August is what would have been required at the end of June when the respondent vacated the rental premises. I find the respondent liable to the applicant for costs to refill the fuel tank in the amount of \$347.40.

Repairs and cleaning

The applicant's representative testified and provided evidence in the form of photographs taken at the beginning and the end of the tenancy establishing:

- that the interior of the premises required minimal cleaning at a cost of \$45, plus GST;
- that the yard and deck required cleaning and garbage disposal at a cost of \$260, plus GST; and
- that the respondent had failed to return the keys to the premises upon vacating, requiring the applicant to replace the locks at a cost of \$148.25, plus GST

I am satisfied all three of those claimed costs are resulting from the respondent's failure to return the keys and clean the premises. I find the respondent liable to the applicant for costs to effect repairs and clean the rental premises in the amount of \$475.91.

Orders

An order will issue requiring the respondent to pay rental arrears and utilities arrears in the total amount of \$1,697.40 and to pay costs for repairs and cleaning in the amount of \$475.91.

Adelle Guigon
Rental Officer