

IN THE MATTER between **BD and DD**, Applicant, and **DH**, 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:

BD and DD

Applicant/Landlord

-and-

DH

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 TPM on behalf of BD and DD as the applicant/landlord against DH as the respondent/tenant was filed by the Rental Office August 29, 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 respondent by email deemed received September 4, 2016, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondent had been repeatedly late paying rent, had accumulated rental arrears, had caused damages to the rental premises, and had failed to pay the water bill. An order was sought for payment of the rental arrears, that no further damages be caused, for authorization to effect repairs, and for payment of costs for repairs.

A hearing was scheduled for September 27, 2016, in Yellowknife, Northwest Territories. Ms. PS appeared representing the applicant. Mr. DH 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). He was also served notice of the hearing by email deemed received September 22, 2016, pursuant to section 4(4) of the Regulations. The respondent did not appear at hearing, nor did anyone appear on his behalf. The hearing proceeded in the respondent's absence pursuant to section 80(2) of the Act.

Tenancy agreement

The applicant's representative testified and provided evidence establishing a residential tenancy agreement between the parties commencing January 16, 2012, when an existing tenancy agreement was assigned to the respondent. The applicant's representative further testified and provided evidence establishing that the respondent had vacated the rental premises on or about September 6, 2016. 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 the respondent had failed to pay rent for the months of July and August 2016, as well as for prorated rent for September 1st to 7th. A claim was also made for late payment penalties in the amount of \$70. I am satisfied the respondent has failed to pay the rent for July 1st to September 7th and that the application of late payment penalties is appropriate. I am satisfied the amount claimed for late payment penalties falls within the maximum amount established under the Act and Regulations. I find the respondent has accumulated rental arrears and late payment penalties in the amount of \$4,670. The security deposit of \$2,082.16 was appropriately retained by the applicant against these rental arrears, as such I find the respondent's remaining rental arrears amount to \$2,587.84.

Section 5 of the tenancy agreement sets out the tenant's responsibility for heating fuel and propane. Section 45(1) of the Act sets out the tenant's obligation to comply with additional obligations set out in a written tenancy agreement.

The applicant's representative testified and provided evidence establishing that the respondent failed to pay his water bill, fuel bill, and propane bill. The City of Yellowknife utility (water) bill entered into evidence addresses the account holder as DH and indicates a balance owing of \$989.85. 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 his 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 Matonabee Petroleum Ltd. fuel bill entered into evidence establishes that the fuel tank for the rental premises required \$944.60 worth of fuel at the end of the tenancy. I am satisfied the respondent failed to refill the fuel tank as required under his tenancy agreement. I find the respondent liable to the applicant for the costs to refill the fuel tank in the amount of \$944.60.

The applicant's representative testified that the propane tank for the rental premises had not been filled prior to the respondent vacating. A quote from Superior Propane entered into evidence establishes that the cost to fill the propane tank is \$225.79. I am satisfied the respondent failed to refill the propane tank as required under his tenancy agreement. I find the respondent liable to the applicant for the costs to refill the propane tank in the amount of \$225.79.

Repairs and cleaning

The applicant's representative testified and provided evidence establishing extensive damages to the rental premises and that the rental premises had been left in an unclean condition. Photographs provided support the applicant's claims: that several large damaged items and garbage was left in the yard, that walls and doors had been written on with black marker/spray paint, that the premises had not been cleaned, that smoking had occurred within the premises, that there were holes in the walls, that door jambs had been broken, that molding had been damaged, that sliding bolts had been installed on interior doors, and that the dishwasher (provided with the rental premises as part of the tenancy agreement) was missing. These items are also recorded in the exit inspection report prepared September 7th. Invoices detailing the costs associated with effecting necessary repairs, dump runs, cleaning, and replacing the dishwasher were provided into evidence.

I am satisfied the respondent failed to comply with his obligation to maintain the rental premises in an ordinary state of cleanliness. I am satisfied the respondent caused damages to the rental premises as described above. I am satisfied that all the costs claimed by the applicant for repairs, disposal, cleaning, and replacement are reasonable. I find the respondent liable to the applicant for costs of repairs and cleaning in the total amount of \$5,547.78.

Orders

An order will issue requiring the respondent to pay rental arrears and utilities in the total amount of \$3,758.23 and to pay costs for repairs and cleaning in the total amount of \$5,547.78.

Adelle Guigon
Rental Officer