

IN THE MATTER between **FA**, Applicant, and **JW and FW**, 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:

FA

Applicant/Landlord

-and-

JW and FW

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 27, 2016
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	FA, applicant
<u>Date of Decision:</u>	October 27, 2016

REASONS FOR DECISION

An application to a rental officer made by FA as the applicant/landlord against JW and FW as the respondents/tenants was filed by the Rental Office June 23, 2016. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on the respondents July 25, 2016.

The applicant alleged the respondents had accumulated rental arrears, had failed to pay utilities, had caused damages to the rental premises, and had left the rental premises in an unclean condition. An order was sought for payment of rental arrears, payment of utilities arrears, and payment of costs for cleaning and repairs.

A hearing was scheduled for October 27, 2016, by three-way teleconference. Ms. FA appeared as applicant. Mr. JW and Ms. FW were sent notice of the hearings by registered mail deemed served October 12, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Neither respondent appeared at hearing, nor did anyone appear on their behalf. The hearing proceeded in their absence pursuant to section 80(2) of the Act.

Tenancy agreement

The applicant testified and provided evidence establishing a residential tenancy agreement between the parties commencing February 5, 2014. The tenancy agreement ended February 5, 2016. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

Rental arrears, utilities, and security deposit

The applicant testified and provided evidence establishing that \$200 of the rent for November 2015, \$200 of the rent for December 2015, and the full \$2,000 rent for January 2016 was not paid by the respondents.

Additionally, the applicant testified that a condition of the tenancy agreement set out the tenant's responsibility for paying the City of Yellowknife utility (water and garbage) bills. The utility bills were not paid in full for 2014 in the amount of \$423.86 and 2015 in the amount of \$1,315.23, resulting in the balances being transferred to the applicant's tax account, and the water bills for January and February 2016 were paid by the applicant in the total amount of \$68.76.

The applicant further made a claim of \$50 for bank fees associated with two declined rent cheques written by the respondents. In this regard, the applicant confirmed that the bank actually charged her \$46 for each declined cheque but she is only claiming \$25 each against the respondents.

The security deposit, including interest, of \$2,081.55 was appropriately retained by the applicant against the accumulated rental arrears.

I am satisfied the respondents have repeatedly failed to pay their rent in full and on time. I am satisfied two of the respondents' rent cheques have been declined resulting in a loss to the applicant of associated banking fees. I am satisfied the respondents failed to comply with their obligation to pay the utility bills. I find the respondents liable to the applicant for rental arrears in the amount of \$2,400, for losses suffered as a result of declined cheques in the amount of \$50, and for utilities arrears in the amount of \$1,807.85. An order for payment will account for the security deposit credit.

Repairs and cleaning

The applicant testified and presented evidence in support of her claim for costs associated with repairing damages to and cleaning of the rental premises. Damages included: two glass sliding doors in the master bedroom were broken; there were holes in the walls of the master bedroom, the bathroom, and the porch entry; four interior doors were broken, requiring replacement; all the floor registers were broken; and four switch covers and two outlet covers were broken. The rental premises required cleaning throughout. The carpets required steam cleaning due to stains. The entry and exit inspection reports were provided substantiating the applicant's claims. Photographs taken during the exit inspection also support the applicant's claims.

I am satisfied the respondents caused damages to the rental premises and failed to keep the rental premises in an ordinary state of cleanliness. I find the respondents liable to the applicant for the costs of repairs and cleaning in the total amount of \$1,912.51.

Orders

An order will issue: requiring the respondents to pay rental arrears and utilities arrears in the total amount of \$2,176.30; and requiring the respondents to pay costs for repairs and cleaning in the total amount of \$1,912.51.

Adelle Guigon
Rental Officer