

IN THE MATTER between **TS**, Applicant, and **EB**, 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:

**TS**

Applicant/Landlord

-and-

**EB**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>November 3, 2016</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>PS, representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>November 3, 2016</b>

**REASONS FOR DECISION**

An application to a rental officer made by TPM on behalf of TS as the applicant/landlord against EB 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 confirmed received August 31, 2016.

The applicant alleged the respondent had failed to clean the rental premises upon vacating, had caused damages to the rental premises, and had failed to pay utilities. An order was sought for payment of costs for repairs, cleaning, and utilities.

A hearing was scheduled for November 3, 2016, by three-way teleconference. Ms. PS appeared representing the applicant. Mr. EB was served notice of the hearing by email deemed received October 10, 2016, pursuant to section 4(4) of the *Residential Tenancies Regulations* (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 *Residential Tenancies Act* (the Act).

*Tenancy agreement*

The applicant's representative testified and provided evidence establishing a residential tenancy agreement between the parties commencing December 4, 2015. The tenancy agreement ended May 31, 2016, when the respondent vacated the rental premises. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

### *Utilities*

Section 5 of the tenancy agreement sets out the respondent's responsibility for water and heating fuel bills. The applicant's representative testified and provided evidence that the respondent had failed to pay the final water bill and failed to re-fill the fuel tank upon ending the tenancy. She further testified that the applicant had paid the water bill and to re-filled the fuel tank. I am satisfied the respondent failed to comply with his obligation to pay his utilities bills. I find the respondent liable to the applicant for the costs of utilities in the total amount of \$885.66.

### *Cleaning*

The applicant testified and provided evidence in the form of the entry and exit inspection reports and photographs establishing that the rental premises was left in an unclean condition, including appliances and carpets. I am satisfied the respondent failed to return the rental premises to the applicant's possession in an ordinary state of cleanliness. I find the respondent liable to the applicant for the costs of cleaning in the amount of \$582.75.

### *Repairs*

The applicant testified and provided evidence in the form of the entry and exit inspection reports and photographs establishing the following damages:

- closet doors were missing in the entry and hall
- a curtain rod was missing
- two sets of curtains were missing
- the shed lock had been cut off
- light bulbs were missing
- a window ledge had been scratched and damaged
- one bedroom smelled strongly of smoke

Schedule A to the tenancy agreement specifies that smoking is prohibited in the rental premises and that the tenant is responsible for any repairs required to remove the smell of smoke from the rental premises. The applicant's representative testified that the one bedroom had to be repainted to remove the smell of the smoke. Further evidence of smoking occurring in the one bedroom was found (ashes, burn marks). Steam cleaning of the carpet throughout the rental premises was done as a matter of course due to staining and the presence of pet dander, which assisted in the one bedroom with removing cigarette residue and the smell of the smoke.

I am satisfied the respondent is responsible for the above claimed damages. I find the respondent liable to the applicant for costs of repairs in the amount of \$551.25.

*Security deposit*

The applicant's representative testified that the respondent paid \$700 of the \$2,500 security and pet security deposits on December 10, 2015. The applicant appropriately withheld the security deposit against the costs of repairs. Interest on the security deposit amounts to \$0.15. The total security deposit credit of \$700.15 will be accounted for in an order to pay costs for repairs, cleaning, and utilities.

Additionally, the applicant's representative testified that the respondent had made a \$100 payment which the applicant agreed to hold as a credit on the respondent's account. This credit will also be accounted for in an order to pay.

*Order*

An order will issue requiring the respondent to pay costs of repairs, cleaning, and utilities in the total amount of \$1,219.51.

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Adelle Guigon  
Rental Officer