

IN THE MATTER between **TP and CC**, Applicants, and **BK and LK**, 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:

TP and CC

Applicants/Landlords

-and-

BK and LK

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 12, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: TP, applicant

Date of Decision: January 12, 2017

REASONS FOR DECISION

An application to a rental officer made by TP and CC as the applicants/landlords against BK and LK as the respondents/tenants was filed by the Rental Office October 6, 2016. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The applicant served a copy of the filed application on the respondents by email deemed received November 4, 2016, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

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

A hearing was scheduled for January 12, 2017, by three-way teleconference. Mr. TP appeared as applicant and representing Ms. CC. Mr. BK and Ms. LK were served notices of the hearing by registered mail signed for December 28, 2016. Neither of the respondents appeared at the hearing, nor did anyone appear on their behalf. The hearing proceeded in the respondents' absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The applicant testified and provided evidence establishing a residential tenancy agreement between the parties commencing June 30, 2015. It was further established that the respondents had vacated the rental premises, ending the tenancy agreement July 24, 2016. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

Rental arrears

The applicant testified that the respondents had failed to pay the rent for June and July 2016. The monthly rent was established at \$1,700. A security deposit of \$1,700.57 was retained at the end of the tenancy against the rental arrears. I am satisfied the respondents failed to pay the rent for June and July 2016, accumulating rental arrears in the amount of \$3,400. Accounting for the security deposit, I find the respondents have accumulated remaining rental arrears in the amount of \$1,699.43.

Utilities

Section 5 of the written tenancy agreement establishes the tenants' responsibility for paying the water bills. The applicant submitted into evidence transaction summary statements from the Town of Inuvik for the utilities at the rental premises for 2015 and 2016, and proof of having paid the outstanding utilities after termination of the tenancy. I am satisfied that the respondents failed to pay the utility bills, leaving a balance owing at the end of the tenancy. Including late payment penalties issued by the Town of Inuvik, I find the respondents liable to the applicant for the utilities in the amount of \$1,019.91.

Damages

The applicant testified and provided evidence establishing that the rental premises was left in an unclean state when the respondents vacated. Walls, doors, light fixtures, floors, carpets, cabinets, windows, and appliances were left dirty, and large items and garbage were left behind. Additionally: two interior door handles were missing; the dryer vent had been damaged and was not connected to the dryer; one interior light fixture was damaged; window insulation kits (installed at commencement of the tenancy) were damaged; several cover plates were damaged or missing; and there was a hole in one of the walls.

The applicant claimed and provided evidence of: \$278.09 for costs of materials for repairs; \$180 for costs of one labourer's assistance with disposal of garbage and other items; 12 hours of the applicant's own time invested in effecting repairs and disposal of garbage and other items, at an agreed rate of \$20 per hour for a total of \$240; and \$400 for cleaning and steam cleaning services.

An entry/exit inspection report was submitted into evidence which corroborated the majority of the claims of cleaning and damages, and the applicant's testimony spoke to the few items which were not reflected in the report as having been discovered after the exit inspection was conducted.

I am satisfied the respondents failed to clean the premises prior to vacating. I am satisfied the claimed damages were the responsibility of the respondents. I am satisfied the costs claimed by the applicant to effect the necessary cleaning and repairs are reasonable. I find the respondents liable to the applicants for the costs of repairs and cleaning in the amount of \$1,098.09.

Orders

An order will issue: requiring the respondents to pay rental arrears in the amount of \$1,699.43; requiring the respondents to pay costs of utilities in the amount of \$1,019.91; and requiring the respondents to pay costs for repairs and cleaning in the amount of \$1,098.09.

Adelle Guigon
Rental Officer