

IN THE MATTER between **BKGK**, Applicant, and **DB and MD**, 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:

BKGK

Applicant/Landlord

-and-

DB and MD

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 31, 2017
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	DP, representing the applicant TM, representing the applicant BM, on behalf of the applicant
<u>Date of Decision:</u>	January 31, 2017

REASONS FOR DECISION

An application to a rental officer made by BKGK as the applicant/landlord against DB and MD as the respondents/tenants was filed by the Rental Office April 25, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The applicant personally served a copy of the filed application on the respondents April 27, 2016. The applicant sent an addendum to the application on the respondents by registered mail deemed served September 23, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act).

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

A hearing was scheduled for January 31, 2017, by three-way teleconference. DP and TM appeared representing the applicant, with BM appearing as a witness for the applicant. DB and MD were served notices of the hearing by registered mail signed for January 19, 2017.

Tenancy agreement

The applicant's representatives testified and provided evidence establishing a residential tenancy agreement between the parties for subsidized public housing commencing April 1, 2012. The respondents vacated the rental premises on or before September 12, 2016. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

Rental arrears

Statements, ledgers, and spreadsheets entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respondents' rent account. All rents have been assessed subsidies based on reported household income. The last payment made by the respondents against the rent account was recorded July 22, 2016, in the amount of \$160. Two CRA remittances were applied against the rental arrears on September 21, 2016, and the security deposit of \$1,198.34 was retained against the rental arrears.

I am satisfied the accounting documents entered into evidence accurately reflect the current status of the respondents' rent account. I find the respondents have repeatedly failed to pay rent and have accumulated rental arrears in the amount of \$10,013.66.

Repairs and cleaning

The entry inspection report entered into evidence was signed by both parties on May 4, 2015. The exit inspection report was completed September 12, 2016, after the respondents abandoned the rental premises. A condition rating report was also completed. Photographs taken during the exit inspection reflect the condition of the rental premises in support of the applicant's claim for costs of cleaning and repairs.

Damages for which the applicant is claiming costs include: holes in walls, ceiling, and interior doors; missing outlet covers; damaged radiator covers; a broken kitchen window; missing door stops; marks on the floors; a broken window crank; and a broken door knob. Costs were also claimed for cleaning throughout the rental premises, including the appliances, floors, walls, bathroom, cabinets, counters, and closets.

The total cost claimed for cleaning and repairs amounts to \$3,615 and is supported by the evidence presented. I am satisfied the respondents are responsible for the condition of the rental premises upon vacating. I find the respondents have caused damages to the rental premises and have failed to keep the rental premises in a state of ordinary cleanliness. I find the respondents liable to the applicant for the costs of repairs and cleaning in the amount of \$3,615.

Orders

An order will issue requiring the respondents to pay rental arrears in the amount of \$10,013.66 and requiring the respondents to pay costs for repairs and cleaning in the amount of \$3,615.

Adelle Guigon
Rental Officer