

IN THE MATTER between **LB**, Applicant, and **SA**, 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:

LB

Applicant/Landlord

-and-

SA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 22, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the applicant

Date of Decision: February 22, 2017

REASONS FOR DECISION

An application to a rental officer made by TPM on behalf of LB and WA as the applicants/landlords against SA as the respondent/tenant was filed by the Rental Office October 25, 2016. The application was made regarding residential tenancy agreements for two separate rental premises located in Yellowknife, Northwest Territories. The applicant personally served the filed application on the respondent October 28, 2016.

The applicant alleged the respondent had failed to pay rent and utilities, had failed to clean one of the rental premises upon vacating, and had failed to return the keys for one of the rental premises upon vacating. An order was sought for payment of rental arrears, payment of outstanding utilities, and payment of costs for cleaning and repairs.

A hearing was scheduled for February 22, 2017, in Yellowknife, Northwest Territories. PS appeared representing the applicants. SA was sent notice of the hearing by registered mail deemed served February 7, 2017, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act), and again by email deemed received February 21, 2017, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations). The respondent did not appear at the hearing, nor did anyone appear on her behalf. The hearing proceeded in the respondent's absence pursuant to section 80(2) of the Act.

Preliminary matters

The application to a rental officer identified the landlord as LB and WA. The application and supporting materials referenced two different rental properties: 620 Anson Drive and 454 Norseman Drive. The written tenancy agreement entered into evidence identified the landlord for 454 Norseman Drive as LB. No evidence was provided identifying the landlord for 620 Anson Drive, but at hearing the applicant's representative

testified that WA is the landlord for that property. The applicant's representative confirmed that the respondent had been the tenant to two consecutive tenancy agreements managed by TPM. The first tenancy agreement was with property owner WA for 620 Anson Drive which ended October 31, 2016, when the respondent moved to 454 Norseman Drive. Being satisfied that there were two separate tenancy agreements with two different landlords, I find it inappropriate for the common property manager to file a single application, regardless of the fact that the tenancies involved the same tenant. As the supporting evidence to this application is relevant to the most recent tenancy with LB for 454 Norseman Drive, the application will be amended to remove WA's name and the style of cause going forward will identify the applicant/landlord as LB.

Tenancy agreement

The applicant's representative testified and provided evidence establishing a residential tenancy agreement between LB and SA commencing July 1, 2016, and ending when the respondent vacated the rental premises October 31, 2016. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

Rental arrears

The applicant's representative testified and provided a statement of account documenting rental arrears accumulated in the amount of \$1,561.35. The rent was established at \$1,550 per month. I find the respondent has accumulated rental arrears in the amount of \$1,561.35.

Security deposit

The applicant's representative testified and provided a statement of account documenting security deposit payments totalling \$1,162.50. The security deposit was retained by the applicant against the rental arrears. The interest on the security deposit amounts to \$0.18. An order to pay rental arrears will take into account the security deposit and interest.

Utilities

Section 5 of the tenancy agreement specifies the tenant's obligation to pay utilities, including water and heating fuel.

The applicant's representative testified and provided evidence establishing that the respondent failed to pay the City of Yellowknife water bill prior to vacating the rental premises. On December 31, 2016, that balance owing was transferred to the landlord's tax account, forcing the landlord to pay the arrears. I am satisfied the respondent failed to pay her water bill during the tenancy. I find the respondent has failed to comply with her obligation to pay her water utilities bill and has accumulated arrears in the amount of \$418.18.

The applicant's representative testified and provided evidence that the respondent failed to fill the heating fuel tank upon vacating the rental premises forcing the landlord to do so. I am satisfied the respondent failed to have the fuel tank filled upon vacating the rental premises. I find the respondent has failed to comply with her obligation to pay her fuel utilities bill and has accumulated arrears in the amount of \$361.69.

Lock change

The applicant's representative testified and provided evidence establishing that the respondent failed to attend the rental premises on November 1, 2016, as scheduled to participate in the exit inspection. In doing so, the respondent also failed to return the keys to the rental premises, forcing the applicant to change the locks. I am satisfied that by failing to return the keys to the rental premises the respondent interfered with the landlord's ability to provide a secure rental premises to future tenants, thus requiring the applicant to change the locks. I find the respondent liable to the applicant for costs to change the locks in the amount of \$126.

Cleaning

The applicant's representative testified and provided evidence establishing that the respondent had left the rental premises in an unclean state. The interior of the premises had not been cleaned. Garbage and debris had been left in the entry, on the deck, and in the greenhouse. The yard had not been cleared of dog faeces. I am satisfied the respondent failed to maintain the ordinary cleanliness of the rental premises. I find the respondent liable to the applicant for costs of cleaning the rental premises in the amount of \$388.51.

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$398.67; requiring the respondent to compensate the applicant for utilities in the amount of \$779.87; and requiring the respondent to pay costs for repairs and cleaning in the amount of \$514.51.

Adelle Guigon
Rental Officer