

IN THE MATTER between **GR and SR**, Applicant, and **HR**, 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:

GR and SR

Applicant/Landlord

-and-

HR

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 7, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the applicant

Date of Decision: March 7, 2017

REASONS FOR DECISION

An application to a rental officer made by TPM on behalf of GR and SR as the applicant/landlord against NL and HR as the respondents/tenants was filed by the Rental Office November 10, 2016. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The applicant served the filed application on the respondents by registered mail signed for December 14, 2016.

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

A hearing was scheduled for March 7, 2017, by three-way teleconference. PS appeared representing the applicant. HR and NL were sent notices of the hearing by registered mail: HR signed for his copy February 21, 2017; NL was deemed served February 20, 2017, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Neither of the respondents appeared that hearing, nor did anyone appear on their behalf. The hearing proceeded in the respondents' absence pursuant to section 80(2) of the Act.

Preliminary matters

The application to a rental officer was made against NL and HR as the tenants. The written tenancy agreement was only signed by HR. As NL did not sign onto the written tenancy agreement she cannot be held accountable for its terms. The applicant's representative agreed at hearing to amend the application against HR alone and the style of cause will be amended accordingly going forward. Being satisfied that HR was successfully served the application and the notice of hearing, I am satisfied it is appropriate to continue the hearing in HR' absence.

Tenancy agreement

The applicant's representative testified and provided evidence establishing a residential tenancy agreement between the parties commencing December 22, 2014. The applicant reclaimed possession of the rental premises November 17, 2016, upon discovering it had been abandoned by the respondent. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Rental arrears

The applicant's representative testified and provided a statement of account claiming \$200 owing on the rent for September 2016 and the full amount of \$1,400 per month for October, November, and December 2016, for a total amount of rental arrears of \$4,400.

No notice was given by the respondent to the applicant prior to vacating the rental premises. The applicant was unable to secure a new tenant until after December 31, 2016. Hence the applicant's claim for the rent for December 2016.

I am satisfied the applicant's claim of rent for December 2016 is reasonable, and I am satisfied the total amount claimed by the applicant for rental arrears is accurate. I find the respondent has accumulated rental arrears in the amount of \$4,400.

Utilities

Section 5 of the tenancy agreement specifies the tenant's responsibility for paying the water and fuel bills for the rental premises. Section 45(1) of the Act specifies the tenant's responsibility to comply with additional obligations set out in a written tenancy agreement.

The applicant's representative testified and provided evidence establishing that the respondent had failed to pay his water bill with the City of Yellowknife, resulting in the transfer of that bill to the landlord's property tax account in the amount of \$381.10.

The applicant's representative testified and provided evidence establishing that the respondent had failed to have the heating fuel tank refilled prior to vacating the rental premises, resulting in the applicant paying to refill the tank in the amount of \$849.80.

I find the respondent has failed to comply with his obligation to pay the water bill and refill the fuel tank, and as such the respondent is liable to the applicant for the outstanding utilities bills in the total amount of \$1,230.90.

Cleaning

The applicant's representative testified, and provided entry and exit inspection reports and photographs as evidence, that the rental premises was left in an unclean condition. The exit inspection report was completed November 17, 2016, when the applicant reclaimed possession of the rental premises. Also provided into evidence was an invoice from Triton Enterprises Ltd. for the disposal of items left behind and yard clean up in the amount of \$724.50, and an invoice from Cleaning Concepts for the cleaning of the interior of the rental premises in the amount of \$425.25. the invoice for cleaning services.

I am satisfied the rental premises was left in an unclean condition requiring disposal of left-behind garbage and debris, cleaning of the yard, and cleaning of the interior of the rental premises. I am satisfied the costs claimed for this work are reasonable under the circumstances. I find the respondent liable to the applicant for cleaning costs in the total amount of \$1,149.75.

Orders

An order will issue: requiring the respondent to pay rental arrears in the amount of \$4,400; requiring the respondent to pay outstanding utilities in the amount of \$1,230.90; and requiring the respondent to pay cleaning costs in the amount of \$1,149.75.

Adelle Guigon
Rental Officer