

IN THE MATTER between **KB**, Applicant, and **MT**, 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:

KB

Applicant/Landlord

-and-

MT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 18, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the applicant

Date of Decision: June 22, 2017

REASONS FOR DECISION

An application to a rental officer made by TPM on behalf of KB as the applicant/landlord against MT as the respondent/tenant was filed by the Rental Office December 12, 2016. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the respondent by email deemed received December 24, 2016, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondent 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 the rental arrears, payment of costs of utilities, and payment of costs for cleaning.

A hearing was scheduled for April 18, 2017, in Yellowknife, Northwest Territories. PS appeared representing the applicant. MT was served notice of the hearing by email confirmed received March 30, 2017. The respondent also confirmed in her reply that she did not dispute the allegations made by the applicant, and that she would not be attending the hearing. 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 *Residential Tenancies Act* (the Act).

Tenancy agreement

The applicant's representative testified and evidence was presented establishing a residential tenancy agreement between the parties commencing March 1, 2016. The tenancy agreement ended September 30, 2016, when the respondent vacated the rental premises. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Rental arrears

The applicant's representative testified that the respondent had failed to pay the full amount of rent for the month of September 2016. The written tenancy agreement establishes the rent at \$1,600 per month. A credit received from the Government of the Northwest Territories on behalf of the respondent was received by the applicant's representative December 5, 2016, in the amount of \$256 to be applied against the respondent's rent account.

I find the respondent has accumulated rental arrears in the amount of \$1,344. The applicant's representative appropriately withheld a security deposit of \$800.23 (including interest) against the rental arrears and this credit will be accounted for when issuing an order for payment.

Utilities

Section 5 of the written tenancy agreement establishes the respondent's responsibility for paying utilities. The applicant's representative testified and provided evidence that the respondent had failed to pay the water bill as of December 31, 2016, at which time the account balance of \$329.29 was transferred to the applicant's tax account. The applicant's representative testified and provided evidence that the respondent had failed to have the propane tank refilled upon vacating the rental premises, which cost the applicant \$327.01 to refill.

I am satisfied the respondent has failed to comply with her obligation to pay the water and propane bills, resulting in the applicant being required to fulfill those obligations. I find the respondent liable to the applicant for the costs of utilities in the amount of \$656.30.

Cleaning

The applicant's representative testified and provided evidence establishing that the rental premises had been left in an unclean state, including the leaving behind of various items of garbage requiring disposal. Entry and exit inspection reports, photographs, and an invoice were submitted substantiating the claim.

I am satisfied the respondent failed to return the rental premises to an ordinary state of cleanliness. I find the respondent liable to the applicant for costs of cleaning in the amount of \$299.25.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$287.77;
- requiring the respondent to pay costs of utilities in the amount of \$656.30; and
- requiring the respondent to pay cost for cleaning in the amount of \$299.25.

Adelle Guigon
Rental Officer