

IN THE MATTER between **NPRLP**, Applicant, and **JWB**, 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:

NPRLP

Applicant/Landlord

-and-

JWB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 11, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: BL, representing the applicant
CDL, representing the applicant

Date of Decision: May 11, 2017

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the applicant/landlord against JWB as the respondent/tenant was filed by the Rental Office February 28, 2017. 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 registered mail signed for March 10, 2017.

The applicant alleged the respondent had repeatedly failed to pay rent and had accumulated rental arrears. An order was sought for payment of the rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for May 11, 2017, in Yellowknife. BL and CDL appeared representing the applicant. JWB was served notice of the hearing by email deemed received April 28, 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 his 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 representatives testified and provided evidence establishing a residential tenancy agreement between the parties commencing August 1, 2016. Since filing the application, the respondent vacated the rental premises, ending the tenancy April 30, 2017. Consequently, the applicant's representatives withdrew their request for an order terminating the tenancy agreement and eviction, and replaced it with a request for an order that the respondent pay costs of repairs and cleaning. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Rental arrears

The resident ledgers entered into evidence represent the landlord's accounting of monthly rent, late payment penalties, and payments received against the respondent's rent account. Rent was established at \$1,590 per month. The last payment received against the rent account was recorded February 28, 2017, in the amount of \$550. The late payment penalties were calculated in accordance with the Act and Regulations.

I am satisfied the resident ledgers accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay the rent and has accumulated rental arrears in the amount of \$10,508.54. The applicant appropriately withheld the security deposit of \$795.28 against the rental arrears, resulting in a remaining amount of rental arrears of \$9,713.26.

Repairs and cleaning

The applicant's representatives testified that when the rental premises was inspected it was discovered that the exterior door and deadbolt had been damaged, and the fridge, stove, flooring, and carpets had not been cleaned. The necessary repairs and cleaning resulted in a charge to the tenant totalling \$851.29. The respondent was provided with the move out statement detailing the status of his account and the retention of the security deposit on May 5, 2017.

I am satisfied that the exterior door and deadbolt were sufficiently damaged during the respondent's tenancy to require replacement, and that the fridge, stove, flooring, and carpets had not been cleaned prior to the respondent vacating the rental premises. I find the respondent liable to the applicant for the costs of repairs and cleaning in the total amount of \$851.29.

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$9,713.26, and requiring the respondent to pay costs of repairs and cleaning in the amount of \$851.29.

Adelle Guigon
Rental Officer