

IN THE MATTER between **NPRLP**, Applicant, and **LC**, 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-

LC

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 LC 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 7, 2017.

The applicant alleged the respondent had accumulated rental arrears and sought an order for payment of the rental arrears.

A hearing was scheduled for May 11, 2017, in Yellowknife. BL and CDL appeared representing the applicant. LC was sent notice of the hearing by registered mail deemed served April 27, 2017, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). A detailed voicemail was also left for the respondent on May 6, 2017. The respondent did not appear at the hearing, nor did anyone appear on the respondent's behalf. The hearing proceeded in the respondent's absence pursuant to section 80(2) of the Act.

Tenancy agreement

The applicant's representatives testified and provided evidence establishing a residential tenancy agreement between the parties commencing March 1, 2010. The respondent vacated the rental premises, ending the tenancy January 23, 2017. 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 \$1,610 per month. The late payment penalties were calculated in accordance with the Act and *Residential Tenancies Regulations* (the Regulations). The last payment received against the respondent's rent account was received September 30, 2016, in the amount of \$1,000.

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 rent and has accumulated rental arrears in the amount of \$7,221.01. The applicant appropriately withheld the security deposit of \$1,381.36 against the accumulated rental arrears, resulting in a remaining balance of rental arrears of \$5,839.65..

Repairs and cleaning

The applicant's representatives requested at hearing compensation for costs of repairs and cleaning which became necessary at the end of the tenancy. Although the original application on its face did not request or refer to claims for repairs and cleaning, the move out statement dated February 20, 2017, was included as an attachment to the application.

The move-in and move-out inspection reports were provided into evidence at hearing in support of the claims, and the applicant's representatives testified that the move-out statement had been prepared and forwarded to the respondent on February 20, 2017, as referenced.

The damages claimed included holes in walls, scuffing on interior doors, removed and damaged blinds, a broken stove handle, a broken storage door handle, a broken/missing towel rack, burned out light bulbs, a damaged hallway light fixture, and a damaged smoke detector. Costs claimed to effect the necessary repairs totalled \$2,112.44.

The cleaning claimed covered cleaning the stove, cupboards, bathroom, and carpet. The costs claimed to effect the necessary cleaning totalled \$692.40.

I am satisfied the damages and cleaning claimed by the applicant were caused by the respondent and evident at the end of the tenancy. I am satisfied the respondent was duly notified of the damages and cleaning claimed against her. I find the respondent liable to the applicant for costs of repairs and cleaning in the total amount of \$2,804.84.

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$5,839.65, and requiring the respondent to pay costs of repairs and cleaning in the amount of \$2,804.84.

Adelle Guigon
Rental Officer