

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

KM

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 KM 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 email deemed received March 10, 2017, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

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. KM was served notice of the hearing by email deemed received April 28, 2017, pursuant to section 4(4) of 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 March 1, 2016. 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. The rent was established at \$1,315 per month. The late payment penalties were calculated in accordance with the Act and Regulations. The last three payments received against the rent account were recorded: January 13, 2017, in the amount of \$25; September 29, 2016, in the amount of \$1,350; and July 4, 2016, in the amount of \$600.

Due to the respondent failing to give notice in accordance with the Act of his intention to vacate the rental premises, and the applicant being unable to immediately re-rent the premises, the applicant charged the respondent for the February 2017 rent.

I am satisfied the resident ledgers accurately reflect the current status of the respondent's rent account. I am satisfied the respondent failed to give the applicant notice in accordance with the Act of his intention to vacate the rental premises, effectively abandoning the rental premises. I am satisfied the applicant made adequate efforts to mitigate their losses but were ultimately unsuccessful at re-renting the premises for the month of February 2017. I find the respondent repeatedly failed to pay his rent and accumulated rental arrears in the amount of \$10,561.50. The applicant appropriately withheld the security deposit of \$657.66 against the rental arrears, resulting in a remaining balance of rental arrears of \$9,903.84.

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 15, 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, as were 16 photographs of the rental premises taken during the exit inspection. The applicant's representatives testified that the move-out statement had been prepared and forwarded to the respondent on February 15, 2017, as referenced.

The damages claimed included a damaged refrigerator and holes in the walls. The refrigerator had to be replaced against which the applicant claimed a depreciated amount of \$1,000. The costs claimed to repair the holes in the walls amounted to \$200. The costs claimed for these repairs, including admin fees and GST, totalled \$1,449.

The cleaning claimed covered removal and disposal of a substantial amount of debris, six-months storage of a bicycle and television, and extensive cleaning of the entire unit, including appliances and fixtures. The costs claimed to effect the necessary cleaning, including admin fees and GST, totalled \$1,569.75.

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 him. I find the respondent liable to the applicant for costs of repairs and cleaning in the total amount of \$3,018.75.

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$9,903.84, and requiring the respondent to pay costs of repairs and cleaning in the amount of \$3,018.75.

Adelle Guigon
Rental Officer