

IN THE MATTER between **5655NL**, Applicant, and **EC and GC and JT**, Respondents.

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:

5655 NWT LTD.

Applicant/Landlord

-and-

EC and GC and JT

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: April 25, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: LE, representing the applicant
EC, respondent

Date of Decision: April 25, 2017

REASONS FOR DECISION

An application to a rental officer made by 5655NL as the applicant/landlord against EC, GC, and JT as the respondents/tenants was filed by the Rental Office March 1, 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 respondents by email deemed received March 6, 2017, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

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

A hearing was scheduled for April 25, 2017, in Yellowknife. LE appeared representing the applicant. EC appeared as respondent and on behalf of GC and JT.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing February 15, 2016. The tenancy ended March 24, 2017, when the respondents vacated the rental premises. I am satisfied a valid tenancy agreement was in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The rent ledger entered into evidence represents the landlord's accounting of monthly rent and payments received against the respondents' rent account. The rent was established at \$2,100 per month. No payments have been received against the rent account since December 25, 2016.

After some discussion regarding the security deposit, damages, and cleaning, it was clarified and understood that this application was made by the landlord only for payment of rental arrears and not for any claims regarding damages and/or cleaning. The entry and exit unit condition reports, security deposit reconciliation, and photographs were only provided to assist in establishing the end of the tenancy. Should the respondents wish to dispute the reasons for the landlord's retention of the security deposit they may file an application to a rental officer

to have those issues heard.

The respondent did not dispute the accuracy of the landlord's accounting of rental arrears.

I am satisfied the rent ledger accurately reflects the current status of the respondents' rent account. I find the respondents have accumulated rental arrears in the amount of \$6,300.

Order

An order will issue requiring the respondents to pay rental arrears in the amount of \$6,300.

Adelle Guigon
Rental Officer