

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

FD

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 29, 2017
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	BL, representing the applicant CDL, representing the applicant FY, representing the applicant
<u>Date of Decision:</u>	June 29, 2017

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the applicant/landlord against FD as the respondent/tenant was filed by the Rental Office March 9, 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 May 7, 2017, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

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

A hearing was originally scheduled for June 8, 2017, which was postponed at the request of the respondent due to his unavailability. The hearing was re-scheduled to June 29, 2017, in Yellowknife. BL, CDL, and FY appeared representing the applicant. FD was served notice of the hearing by email confirmed received June 14, 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 *Residential Tenancies Act* (the Act).

Tenancy agreement

The applicant's representative testified and provided evidence establishing a residential tenancy agreement between the parties commencing July 1, 2015. The respondent vacated the rental premises, ending the tenancy agreement March 31, 2017. Consequently, the applicant's representative withdrew the applicant's request for termination of the tenancy agreement and eviction. 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 rents, late payment penalties, and payments received against the respondent's rent account. Rent was established at \$1,275 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: March 8, 2017, in the amount of \$125; February 6, 2017, in the amount of \$1,500; and October 21, 2016, in the amount of \$1,298.

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 his rent. I find the respondent has accumulated rental arrears in the amount of \$5,156, against which the applicant appropriately retained the security deposit of \$637.93 leaving a balance of rental arrears of \$4,518.07.

Repairs and cleaning

At hearing, the applicant's representative testified that the respondent had vacated the rental premises on March 31, 2017, at which time an exit inspection was conducted and photographs of the premises were taken. The inspection discovered that the respondent had failed to clean any part of the rental premises, had left garbage and debris in the rental premises, and had caused damages to one exterior door, one interior door, one closet door, the carpets, three sets of blinds, and left six large holes in the walls.

Repairs were made, garbage and debris was disposed of, and the premises was cleaned. A move-out statement was prepared detailing the amount of security deposit plus interest accrued, costs for cleaning and repairs, and rental arrears accumulated. The applicant's representative testified that the move-out statement and exit inspection report were forwarded to the respondent on April 7, 2017. The photographs provided substantiate the applicant's claims regarding the condition of the rental premises at the end of the tenancy.

I am satisfied the exit inspection report and photographs accurately document the condition of the rental premises at the end of the tenancy. I am satisfied the respondent was adequately notified of the condition of the rental premises and the costs of repairs and cleaning. I am satisfied the rental premises had not been cleaned and that garbage and debris had been left behind. I am satisfied the claimed damages are accurately represented and are the respondent's responsibility. I find the respondent has failed to comply with his obligations to maintain the ordinary cleanliness of the rental premises and has caused damages to the rental premises. I find the respondent liable to the applicant for costs of repairs and cleaning in the amount of \$2,688.39.

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$4,518.07 and requiring the respondent to pay costs of repairs and cleaning in the amount of \$2,688.39.

Adelle Guigon
Rental Officer