

IN THE MATTER between **NPRLP**, Applicant, and **SS and BM**, 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:

NPRLP

Applicant/Landlord

-and-

SS and BM

Respondents/Tenants

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 applicant/landlord against SS and BM as respondents/tenants was filed by the Rental Office March 16, 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 served March 30, 2017, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondents 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. SS and BM were sent notices of the hearing by registered mail deemed served April 27, 2017, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act), and were again served the notices of the hearing by email deemed received May 9, 2017, pursuant to section 4(4) of the Regulations. The respondents did not appear at the hearing, nor did anyone appear on their behalf. The hearing proceeded in the respondents' 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 September 14, 2016. The respondents vacated the rental premises, ending the tenancy February 28, 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 respondents' rent account. The rent was established at \$1,650 per month. The late payment penalties were calculated in accordance with the Act and Regulations. The last payment received against the rent account was recorded September 30, 2016, in the amount of \$1,650.

I am satisfied the resident ledgers accurately reflect the current status of the respondents' rent account. I find the respondents have repeatedly failed to pay their rent and have accumulated rental arrears in the amount of \$6,738. The applicant appropriately retained the security deposit of \$825.04 against the accumulated rental arrears, resulting in a remaining amount of rental arrears of \$5,912.96.

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 March 14, 2017, and seven photographs were included as attachments to the application.

The move-in and move-out inspection reports were provided into evidence at hearing in further support of the claims for repairs and cleaning. The applicant's representatives testified that the move-out statement had been prepared and forwarded to the respondents on March 14, 2017, as referenced.

The damages claimed included a damaged exterior door and deadbolt, two damaged blinds, one damaged interior door, one damaged bifold (closet) door, holes in the walls, one damaged towel rack, and one damaged heater cover. The costs claimed to effect the necessary repairs, including admin fees and GST, totalled \$2,389.64.

The applicant's representatives testified and provided evidence mentioned above establishing that the rental premises was in such a deplorable state of uncleanliness as to require workers to wear Hazmat protective gear while cleaning the premises and disposing of debris.

While I am satisfied under the circumstances that the protective gear was necessary and the work itself took four hours for two general labourers to remove and dispose of the garbage and debris, and it took eight hours for two cleaners to clean the premises, I am not satisfied that the hourly rate of \$40 per hour per worker is a reasonable representation of the average hourly rate for either cleaners or general labourers. In my experience, the average local rate for both cleaners and general labourers ranges from \$20 to \$25 per hour. In my opinion, the necessity of Hazmat protective gear in this case does justify compensation over and above the average hourly rate, and for that I am prepared to allow an hourly rate for the cleaners and the general labourers of \$30 per hour.

The applicant also claimed five loads of garbage and debris at a dump fee rate of \$30 per load. While I am satisfied that there were five loads of garbage and debris requiring disposal, I am not satisfied that the dump fee at the local waste facility is \$30 per load. The City of Yellowknife website clearly indicates dump fees are \$10 per load. The applicant's representatives were not able to provide receipts for the actual dump fees they incurred. As a result I am only prepared to grant the applicant dump fees for five dump loads at \$10 per load. The applicant's claim of \$300 to steam clean the carpets appear reasonable in this case and are allowed as claimed.

The total costs allowed to effect the necessary cleaning and disposal, including admin fees and GST, amount to \$1,292.03.

I am satisfied the damages and uncleanliness claimed by the applicant were caused by the respondents and evident at the end of the tenancy. I am satisfied the respondents were duly notified of the costs of repairs and cleaning claimed against them. I find the respondents liable to the applicant for costs of repairs and cleaning in the total amount of \$3,681.67.

Orders

An order will issue requiring the respondents to pay rental arrears in the amount of \$5,912.96, and requiring the respondents to pay costs of repairs and cleaning in the amount of \$3,681.67.

Adelle Guigon
Rental Officer