

IN THE MATTER between **NPRLP**, Applicant, and **SS and JWB**, 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 JWB

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 28, 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>	July 10, 2017

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the applicant/landlord against SS and JWB as the respondent/tenant was filed by the Rental Office May 3, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The respondent was served the filed application by email deemed received May 12, 2017, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

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

A hearing was scheduled for June 28, 2017, in Yellowknife. BL, CDL, and FY appeared representing the applicant. SS and JWB were served notices of the hearing by email deemed received June 15, 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 *Residential Tenancies Act* (the Act).

Tenancy agreement

The applicant's representative testified and provided evidence establishing a residential tenancy agreement between the parties commencing November 1, 2013. The respondents vacated the rental premises, ending the tenancy agreement May 17, 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 \$1,115 per month. The late payment penalties were calculated in accordance with the Act and Regulations. No payments were received in six of the last 12 months of the tenancy. The security deposit of \$1,115.99 was appropriately retained at the end of the tenancy against the accumulated rental arrears.

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 remaining amount of \$1,252.01.

Disturbances

At the time the application to a rental officer was filed, the applicants had received numerous complaints of significant disturbances originating from the respondents' rental premises. It was later confirmed that the respondents had permitted other family members to reside in the rental premises and it was they who were in fact causing the disturbances. The applicant's representative testified that upon learning of the extent of disturbances being caused by their family members, the respondents confirmed that they had not in fact been staying at the rental premises for some time and agreed to terminate their tenancy agreement and move their family members out of the premises. This action did resolve the disturbance problems, resulting in no further complaints of disturbances.

Repairs and cleaning

The applicant's representatives testified and provided evidence in support of a claim for costs of repairs and cleaning against the respondents. The respondents gave up possession of the rental premises to the applicant effective May 2, 2017. The applicant subsequently conducted an exit inspection of the rental premises on May 17, 2017, during which it was discovered the respondents had left the rental premises in an extremely unclean condition and had left behind food, garbage, and debris (including damaged and useless furniture, clothing, and other items).

The applicant had to have everything cleaned: floors, walls, windows, appliances, fixtures, etcetera. Garbage and debris removal and disposal required five hours of work and five dump runs. The walls required re-painting as a result of the amount of dirt, stickers, and other markings left on them; the applicant accounted for depreciation and only claimed a prorated amount of \$500 for the painting costs. The applicant had claimed depreciated costs for replacing the living room and bedroom carpets, however, upon review of the entry inspection report it was clearly documented that the carpets required replacement at commencement of

the tenancy. Despite the condition of the carpet at the commencement of the tenancy, it is clear from the exit inspection report and supporting photographs that the carpets had not been vacuumed for a significant period of time, necessitating steam cleaning to return them to an ordinary state of cleanliness.

A move-out statement of account was prepared by the applicant detailing the security deposit plus accrued interest, rental arrears, and costs of repairs and cleaning. The move-out statement and exit inspection report were emailed to the respondents June 23, 2017.

I am satisfied the entry inspection report accurately reflects the condition of the rental premises at the commencement of the tenancy. I am satisfied the exit inspection report and photographs accurately reflect the condition of the rental premises at the end of the tenancy. I am not satisfied the respondents are responsible for the costs of replacing the carpets, but I am satisfied the respondents are responsible for the costs of steam cleaning the carpets. I find the respondents liable to the applicant for the costs of repairs and cleaning as follows:

Cleaning throughout	\$640.00
Garbage and debris removal and disposal	\$400.00
Prorated painting of walls	\$500.00
Steam cleaning carpets	\$300.00
Sub-total	\$1,840.00
15% admin fee	\$276.00
5% GST	\$105.80
Total	<u>\$2,221.80</u>

Orders

An order will issue requiring the respondents to pay rental arrears in the amount of \$1,252.01 and requiring the respondents to pay costs of repairs and cleaning in the amount of \$2,221.80.

Adelle Guigon
Rental Officer