

IN THE MATTER between **LD**, Applicant, and **JR**, 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:

LD

Applicant/Landlord

-and-

JR

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 12, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: LD, applicant

Date of Decision: July 14, 2017

REASONS FOR DECISION

An application to a rental officer made by LD as the applicant/landlord against JR as the respondent/tenant was filed by the Rental Office March 2, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was sent to the respondent by registered mail to his last known address May 4, 2017, and deemed served May 11, 2017, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act).

The applicant alleged the respondent had accumulated rental arrears, had accumulated utilities arrears, and had left the rental premises in an unclean condition. An order was sought for payment of rental arrears, payment of outstanding utilities, and payment of costs for cleaning.

A hearing was scheduled for July 12, 2017, in Yellowknife. LD appeared as applicant. JR was sent notice of the hearing by registered mail to his last known address June 22, 2017, and deemed served June 29, 2017, pursuant to section 71(5) of the Act. A detailed voicemail was also left for the respondent on July 7, 2017. 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 Act.

Tenancy agreement

The applicant testified that the parties had entered into a verbal residential tenancy agreement for a room in a house with shared common areas and services commencing in November 2016. The respondent vacated the rental premises with one week's verbal notice, ending the tenancy February 7, 2017. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Rental arrears and utilities

The applicant testified that the parties had agreed to a rent of \$800 per month including utilities and internet. A payment of \$200 was received against the rent for February, leaving rental arrears in the amount of \$600.

As previously indicated, the respondent had failed to give notice to terminate the tenancy agreement in accordance with the Act. The applicant was unable to re-rent the premises before the end of February. I am satisfied the respondent is responsible for the full rent for February and I find the respondent has rental arrears in the amount of \$600.

The applicant testified and provided evidence establishing a substantial increase in electricity costs and internet costs during the respondent's tenancy. With respect to the electricity, the applicant provided the electricity statements for November 2015 to January 2016 and for November 2016 to January 2017. A comparison of the kilowatt hours used in the given periods identifies an increase of 851 kilowatt hours during the period of the respondent's tenancy. Expressed in dollars, the difference amounts to an increase in costs amounting to \$265.57. The applicant testified that the same number of people were living in the household during both periods. The applicant further testified that she repeatedly asked the respondent to exercise reasonable conservative use of electricity, which was disregarded by the respondent. By this negligent action on the part of the respondent, the applicant's enjoyment and possession of the rental premises was interfered with and the applicant suffered a demonstrable monetary loss as a direct result. I find the respondent liable to the applicant for above average costs of utilities during his tenancy in the amount of \$265.57.

The applicant testified and provided evidence establishing usage of internet data exceeding the package limits included in the rent. The same data package was used without issue during the same period in the previous year with the same number of people occupying the premises. Repeated requests to self-monitor his internet usage was disregarded by the respondent. In December 2016 the data usage over the data package limit resulted in an extra data charge of \$301.56. A credit of \$75.39 was applied against this charge, as was a \$168 payment the respondent made, reducing the balance of the extra data charge to \$58.17. In the short time that the respondent occupied the premises in February 2017, the data usage over the data package limit resulted in an extra data charge of \$196.90. I am satisfied that the respondent's negligent actions resulted in a disturbance of the applicant's enjoyment and possession of the rental premises and a demonstrable monetary loss suffered as a direct result. I find the respondent liable to the applicant for extra data use charges accumulated during his tenancy in the amount of \$255.07.

Cleaning

The applicant testified that throughout the tenancy the respondent failed to keep his room ordinarily clean by leaving dirty dishes and laundry scattered throughout the room, permitting mould to grow. The respondent failed to clean the room when he vacated the premises. The applicant claimed five hours of work at \$25 per hour to adequately clean the mess left behind by the respondent. I am satisfied this is a reasonable claim under the circumstances and I find the respondent liable to the applicant for costs of cleaning in the amount of \$125.

Locksets

The applicant had made a claim for the costs to replace the locksets on the two exterior doors due to the respondent failing to return the keys upon vacating the rental premises. This request was denied only because the applicant was unable to provide evidence of the costs for the locksets.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$600;
- requiring the respondent to pay outstanding utilities costs in the amount of \$520.64; and
- requiring the respondent to pay costs for cleaning in the amount of \$125.

Adelle Guigon
Rental Officer