

IN THE MATTER between **LB**, Applicant, and **TD**, 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:

LB

Applicant/Landlord

-and-

TD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 28, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the applicant
CF, representing the applicant

Date of Decision: June 28, 2017

REASONS FOR DECISION

An application to a rental officer made by TPM on behalf of LB as the applicant/landlord against TD as the respondent/tenant was filed by the Rental Office March 28, 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 confirmed received April 5, 2017.

The applicant alleged the respondent had accumulated rental arrears, had failed to pay utilities, and had failed to pay the security deposit in full. An order was sought for payment of rental arrears, payment of utilities, payment of the outstanding security deposit, termination of the tenancy agreement, and eviction.

A hearing was scheduled for June 28, 2017, in Yellowknife. PS and CF appeared representing the applicant. TD was served notice of the hearing by email confirmed received June 12, 2017. The respondent notified the Rental Office by email received June 27, 2017, that she would be unable to attend the hearing and provided written submissions in response to the application. The respondent did not request a postponement of the hearing. The hearing proceeded in the respondent's absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties commencing January 15, 2017. The applicant's representative testified that the respondent had in fact accepted occupancy of the rental premises December 22, 2016, as a gift from the landlord for a less-fortunate family. The occupancy was intended to be for a one-month period only, however, the respondent was unable to vacate the premises by that time so the applicant agreed to enter into a tenancy agreement with the respondent. Since filing of the application, the respondent vacated the rental premises, ending the tenancy agreement April 15, 2017. Consequently, the applicant's representative withdrew the request for termination of the tenancy agreement and eviction. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Utilities

Section 5 of the written tenancy agreement specifies the tenant's responsibility for utilities, including water, electricity, and heating fuel.

The applicant's representative provided evidence that the respondent had failed to transfer the utilities accounts into her name and had failed to pay the water and electricity bills, resulting in the landlord having to pay those bills directly. As of March 13, 2017, the unpaid electricity and water bills amounted to \$482.68. That balance was paid on March 28, 2017. Additional unpaid electricity and water bills accumulated as of April 15, 2017, in the amount of \$434.51.

While the respondent did make efforts to have the heating fuel tank filled, they were unsuccessful because the applicant had initiated a replacement of the fuel tank which occurred at the same time that the fuel delivery attempts were made. This difficulty does not absolve the respondent from her responsibility to pay for the heating fuel. The fuel tank in fact was replaced with a smaller sized tank, which resulted in a lower fuel bill for the respondent than if the tank had not been replaced. The fuel bill amounted to \$654.85.

I am satisfied the respondent failed to comply with her obligation to pay the utilities bills and was liable to the applicant for utilities costs in the total amount of \$1,089.36.

Cleaning

The applicant's representative provided into evidence the entry and exit inspection reports documenting the condition of the rental premises. The applicant charged the respondent \$152.25 for: cleaning dirty marks off some walls; wiping out the kitchen cabinets; cleaning the kitchen exhaust hood; cleaning the refrigerator interior; cleaning the floor around the refrigerator; cleaning the bathroom floor, tub, and toilet; and cleaning the carpets in the second and third bedrooms of dog hair.

In the respondent's email of June 27, 2017, she disputed the cleaning charges, claiming that she left the premises in a cleaner state than it was when she moved in. Section 45(2) of the Act requires the tenant to maintain the ordinary cleanliness of the rental premises and all services and facilities. Whether the premises was in a cleaner state at the end of the tenancy than it was at the beginning of the tenancy does not absolve the tenant from having to return the rental premises at the end of the tenancy in a state of ordinary cleanliness.

I am satisfied the respondent failed to return the premises in an ordinary state of cleanliness and that the costs claimed by the landlord to bring the rental premises to a state of ordinary cleanliness are reasonable.

Security deposit

A security deposit of \$1,700 was paid in two installments: \$1,000 was received February 10, 2017, and \$700 was received February 16, 2017. The applicant retained the costs for utilities and cleaning from the security deposit and returned the remaining security deposit credit balance of \$458.39 to the respondent with a move out statement on April 20, 2017. I am satisfied the applicant dealt with the security deposit in accordance with the Act.

Rental arrears

The applicant's representative testified and provided evidence in support of the applicant's claim that the respondent had repeatedly failed to pay her rent in full when due. The rent was established at \$1,700 per month due the first of each month. No payments were received against the rent account until March 23, 2017, when \$3,000 was paid. Subsequent payments were received: March 28, 2017, in the amount of \$1,229.34 (plus the above mentioned utilities payment) and April 6, 2017, in the amount of \$850. The last payment brought the respondent's rent account to a zero balance.

Section 41(1) of the Act requires the tenant to pay the rent to the landlord on the dates specified by the tenancy agreement. Section 4 of the tenancy agreement specifies that the rent is due on the first of every month. I find the respondent had repeatedly failed to pay her rent when due. I find the respondent had paid her rental arrears in full by April 6, 2017.

Dryer

In emails shared between all parties prior to the hearing, the respondent claimed the dryer in the rental premises had stopped working properly, forcing the respondent to use outside facilities to dry her clothes. The respondent complained that the applicant did not have the dryer repaired in a reasonable period of time. The applicant's representative confirmed that they were notified the dryer had stopped working on March 29, 2017. A work order was generated, parts were ordered, and the dryer was repaired by April 6, 2017.

Section 30(1)(a) of the Act requires a landlord to maintain the rental premises and all services and facilities in a good state of repair and fit for habitation. Section 30(6) of the Act requires the landlord to remedy any breach within 10 days of being notified of the breach.

In this instance, the applicant complied with their obligation to repair the dryer and complied with their obligation to have the dryer repaired within 10 days of being notified it wasn't working. The respondent did not provide any evidence of demonstrable monetary losses that she suffered as a direct result of not having a working dryer, therefore no compensation will be granted to the respondent for the eight days she experienced without a working dryer.

Other matters

In an email dated June 27, 2017, the respondent made a claim for compensation for having some keys cut. That email was not shared by the respondent with the applicant. As such the applicant did not have fair opportunity to prepare any sort of defence against the allegation made against them. Therefore, the matter of the keys was not considered at the hearing under this application. Should the respondent have any claims to make which were not included under this application she may choose to file her own application to a rental officer to bring those matters to hearing.

There being no orders to be made from this hearing, only these reasons for decision are being produced.

Adelle Guigon
Rental Officer