

IN THE MATTER between **EG**, Applicant, and **AJM**, 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:

EG

Applicant/Landlord

-and-

AJM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 17, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: EG, applicant

Date of Decision: October 20, 2017

REASONS FOR DECISION

An application to a rental officer made by EG as the applicant/landlord against AJM as the respondent/tenant was filed by the Rental Office June 9, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was served on the respondent by registered mail signed for June 22, 2017.

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

A hearing was scheduled for August 17, 2017, by three-way teleconference. EG appeared as applicant. AJM was served notice of the hearing by registered mail signed for August 3, 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 *Residential Tenancies Act* (the Act).

Tenancy agreement

The applicant testified and provided evidence establishing a residential tenancy agreement between the parties commencing April 1, 2014. The respondent vacated the rental premises without notice, ending the tenancy agreement January 9, 2017. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Rental arrears

The applicant testified that the respondent had failed to pay the full rent for the months of October 2016 to January 2017, inclusive. The rent was established at \$1,800 per month. Half of the rent for October 2016 was paid, while none of the rent for the remaining rents was paid.

I am satisfied the applicant's accounting of rental arrears is accurate. I find the respondent has accumulated rental arrears in the amount of \$6,300.

Cleaning

The applicant testified that a walk-through of the rental premises was conducted on January 13, 2017, which found that the respondent had failed to adequately clean the rental premises and had left garbage and debris behind within the premises and in the yard. The interior was cleaned that day at a cost of \$200. The interior garbage and debris was temporarily stored outdoors, and then was disposed of along with the debris from the yard on February 13, 2017, at a cost of \$100. I am satisfied the respondent failed to adequately clean the rental premises upon vacating. I find the respondent liable for the costs of cleaning in the total amount of \$300.

Damages

During the walk-through the following damages were identified and photographed:

- stair treads were damaged
- stair rails were damaged
- living room window was cracked
- one living room wall was cracked below the window
- window blinds were damaged
- two small holes in two separate walls
- a cupboard was damaged
- window trim was damaged
- one damaged interior door

With respect to the living room window, the applicant made no submission as to costs to replace the window. At any rate, the crack in the window does not appear to be caused by an impact or anything which can with surety be attributed to the wilful or negligent conduct of the tenant. The crack appears more suggestive of shifting or a manufacturing defect of some sort. The crack in the wall below the window also appears to be originating from the window suggestive of shifting rather than any wilful or negligent conduct of the tenant. The applicant did include a claim for repairing the living room wall, which is denied.

The applicant provided an invoice for labour to patch and paint two bedrooms, washroom, hallway, living room, and stairwell in the amount of \$600. The photographic evidence only supports small damages to two walls. The applicant's claim for the full costs of \$600 for patching and painting is denied. I am satisfied the two small holes are the respondent's responsibility and I am prepared to allow costs to repair those in the amount of \$150.

The remainder of the identified damages are made out in the photographic evidence, from which I am satisfied of the respondent's responsibility for them. An invoice was provided for labour to effect the necessary repairs in the amount of \$1,125, and a receipt for materials was provided in the amount of \$922.73. I find the respondent liable for the costs of repairs in the total amount of \$2,197.73.

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$6,300, and requiring the respondent to pay costs of repairs and cleaning totalling \$2,497.73.

Adelle Guigon
Rental Officer