

IN THE MATTER between **NPRLP**, Applicant, and **IK**, 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:

**NPRLP**

Applicant/Landlord

-and-

**IK**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>September 13, 2017</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>BL, representing the applicant CDL, representing the applicant IK, respondent</b>
<b><u>Date of Decision:</u></b>	<b>September 13, 2017</b>

### **REASONS FOR DECISION**

An application to a rental officer made by NPRLP as the applicant/landlord against IK as the respondent/tenant was filed by the Rental Office July 5, 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 respondent by email deemed received July 10, 2017, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

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

A hearing was scheduled for September 13, 2017, in Yellowknife. BL and CDL appeared representing the applicant. IK appeared as respondent.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties commencing July 1, 2016. Since filing of the application, the respondent vacated the rental premises, ending the tenancy September 12, 2017. I am satisfied a valid tenancy agreement was in place in accordance with the *Residential Tenancies Act* (the Act).

#### *Rental arrears*

The resident ledger entered into evidence represents the landlord's accounting of monthly rent, late payment penalties, and payments received against the respondent's rent account. Rent was established at \$1,340 per month. The late payment penalties were verified as calculated in compliance with the Regulations. The last payment received against the rent account was recorded March 31, 2017, in the amount of \$250.

The respondent did not dispute the accuracy of the landlord's accounting of accumulated rental arrears, acknowledging the debt and accepting responsibility for it.

I am satisfied the resident ledger accurately reflects the current status of the respondent's rent account. I find the respondent has accumulated rental arrears, including late payment penalties, in the amount of \$11,559. The applicant appropriately withheld the security deposit of \$670 against the rental arrears, although they failed to account for the interest earned of \$0.38. An order to pay rental arrears will account for the total security deposit of \$670.38.

*Repairs and cleaning*

The parties agreed, and the move-in/out inspection reports corroborated, that the premises was left in an unclean condition, with garbage left behind and one broken blind slat. The applicant charged the respondent a total of \$1,010 for steam cleaning the carpets, cleaning the rental premises throughout, replacing one blind slat, and disposing of garbage. The respondent did not dispute the amount claimed to effect the repairs and cleaning, acknowledging the debt and accepting responsibility for it. I find the respondent liable to the applicant for costs of repairs and cleaning in the amount of \$1,010.

*Orders*

An order will issue requiring the respondent to pay rental arrears in the amount of \$10,888.62 and requiring the respondent to pay costs of repairs and cleaning in the amount of \$1,010.

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Adelle Guigon  
Rental Officer