

IN THE MATTER between **KU**, Applicant, and **JT**, 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:

KU

Applicant/Landlord

-and-

JT

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 18, 2017
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	KU, applicant
<u>Date of Decision:</u>	November 17, 2017

REASONS FOR DECISION

An application to a rental officer made by KU as the applicant/landlord against JT as the respondent/tenant was filed by the Rental Office July 24, 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 September 11, 2017, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondent had accumulated rental arrears, had failed to pay utilities, had caused damages to the rental premises, 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 repairs and cleaning.

A hearing was scheduled for October 18, 2017, by three-way teleconference. KU appeared as applicant. JT was served notice of the hearing by email deemed received September 11, 2017, pursuant to subsection 4(4) of the Regulations. 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 subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The applicant testified and evidence was presented establishing a residential tenancy agreement between the parties commencing August 1, 2015. The respondent vacated the rental premises, ending the tenancy effective July 14, 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 rent for July 2017 in the amount of \$2,200. She claimed late payment penalties in the amount of \$35, which is calculated in accordance with the Act and Regulations. A security deposit of \$2,702.19 was retained by the applicant at the end of the tenancy. The security deposit was applied against the rental arrears. I am satisfied the respondent failed to pay rent for July 2017 and I am satisfied that the security deposit was appropriately applied against the rental arrears, leaving a remaining security deposit balance of \$467.19.

Utilities

Paragraph 5 of the written tenancy agreement sets out the tenant's responsibility for electricity, heating fuel, and water. The applicant testified and provided invoices and receipts supporting her claim for utilities costs up to July 31, 2017, as follows:

electricity = \$85.11

heating fuel = \$789.11

water = \$111.97

I am satisfied the applicant's testimony and supporting documents accurately reflect the costs for utilities which the respondent is responsible for, and that the applicant had to pay the claimed outstanding costs. I find the respondent liable to the applicant for the outstanding utilities in the total amount of \$986.19. An order to pay utilities will account for the remaining security deposit balance of \$467.19.

Repairs and cleaning

The applicant testified and provided evidence in the form of entry and exit inspection reports, photographs, invoices, receipts, and estimates supporting her claim for the following repairs and cleaning costs:

Yard maintenance	\$44.09
Replace light bulbs and switch covers	\$14.68
Patch and paint holes in walls	\$2,995.58
Replace window blinds	\$588.62
Replace four interior doors	\$690.32
Replace one exterior door lockset	\$47.24
Replace deck lattice and holes in deck	\$36.72
Repair one interior door casing	\$39.54
Replace living room window (labour only)	\$995.00
Replace two window screens	\$39.66
Replace damaged weather stripping	\$17.31
Removal of items, garbage disposal, interior cleaning, and carpet cleaning	\$928.75
Total	\$6,437.51

The damage to the living room window was specific to the aluminum frame. The applicant confirmed that the window was installed some time around 1990, and had it not been for the damage to the frame would not have required replacing now. Given the living room window exceeds the average useful life expectancy of 20 years, it is not reasonable to expect the respondent to pay the material costs of the replacement window itself. However, given the living room would not have required replacement had the respondent not damaged the frame, it is reasonable for the respondent to pay the labour costs to replace the window. It is those labour costs which are reflected in the above table.

The remainder of the claims are made out to my satisfaction as being the respondent's responsibility. I find the respondent liable to the applicant for costs of repairs and cleaning in the amount of \$6,437.51.

Orders

An order will issue requiring the respondent to pay outstanding utilities in the amount of \$519 and requiring the respondent to pay costs of repairs and cleaning in the amount of \$6,437.51.

Adelle Guigon
Rental Officer