

IN THE MATTER between **CT**, Applicant, and **AR and MV**, Respondents.

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:

CT

Applicant/Landlord

-and-

AR and MV

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: November 8, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: CT, representing the applicant

Date of Decision: November 8, 2017

REASONS FOR DECISION

An application to a rental officer made by CT as the applicant/landlord against AR and MV as the respondents/tenants was filed by the Rental Office August 30, 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 respondents by email deemed received September 13, 2017, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondents had accumulated rental arrears, 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 and payment of costs for repairs and cleaning.

A hearing was scheduled for November 8, 2017, in Yellowknife. CT appeared as applicant. AR and MV were served notice of the hearing by email deemed received September 13, 2017, pursuant to subsection 4(4) of the Regulations. Neither of the respondents appeared at the hearing, nor did anyone appear on their behalf. The hearing proceeded in the respondents' absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The applicant testified that a written residential tenancy agreement had been entered into between the parties commencing in August 2016. The respondents gave the applicant written notice on June 29, 2017, to terminate the tenancy agreement August 1, 2017. The applicant testified that the respondents in fact vacated the rental premises before August 1, 2017. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Rental arrears and utilities

The applicant submitted a ledger reflecting his accounting of monthly rent, payments received against the rent account, credits applied against the rent account for work performed, and late payment penalties. Also claimed were costs for internet usage and heating fuel over the limit provided for under the tenancy agreement.

The rent was initially established at \$1,050 per month until it became clear that the respondents were smoking in the premises. At that point the respondents agreed to an increase of the monthly rent to \$1,100. The claimed rental arrears amount to \$2,630.24

Late payment penalties were calculated within the maximum limitations set out under the Act and Regulations. The claimed late payment penalties amount to \$289.

The applicant submitted evidence indicating that when the internet usage for December 2016 exceeded the package provided for under the tenancy agreement the respondents agreed to pay for the internet usage overage of \$164.52 and the difference going forward to increase the package in the amount of \$140 per month.

The applicant submitted evidence indicating the respondents accepted responsibility for a heating fuel delivery in January 2017 in the amount of \$70.74.

A security deposit of \$275.05 was retained against the rental and utilities arrears.

I am satisfied the applicant's accounting of rental and utilities arrears is accurately reflected in the provided ledger. I find the respondents have accumulated rental and utilities arrears in the total amount of \$4,129.45.

Damages and uncleanliness

The applicant testified and provided evidence supporting his claim for costs of repairs and cleaning. The entry and exit inspection reports and photographs identified damages to the bedroom carpet, damages to the wallboard in the bedroom, damages to the tub surround in the respondents' bathroom, and garbage and debris left in the bedroom and on the deck. Costs claimed for the garbage/debris disposal and repairs amount to \$2,369.

Based on the evidence and testimony presented, I am satisfied that the respondents are responsible for the claimed damages and uncleanliness. I find the respondents liable for the costs of repairs and cleaning in the amount of \$2,369.

Orders

An order will issue requiring the respondents to pay rental and utilities arrears in the amount of \$4,129.45 and requiring the respondents to pay costs of repairs and cleaning in the amount of \$2,369.

Adelle Guigon
Rental Officer