

IN THE MATTER between **NPRLP**, Applicant, and **TR**, 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-

TR

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 6, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: BL, representing the applicant
HC, representing the applicant
CDL, representing the applicant
TR, respondent

Date of Decision: December 6, 2017

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the applicant/landlord against TR as the respondent/tenant was filed by the Rental Office September 13, 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 25, 2017, pursuant to subsection 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 December 6, 2017, in Yellowknife. BL, HC, and CDL appeared representing the applicant. TR appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing September 1, 2014. The respondent notified the applicant by email sent October 28, 2017, that he had vacated the rental premises September 1, 2017. This was the first and only notice the applicant received either that the respondent intended to vacate the rental premises or that he had in fact vacated the rental premises. The applicant reclaimed possession of the rental premises October 28, 2017. I am satisfied a valid tenancy agreement was in place, and I am satisfied the respondent abandoned the rental premises, effectively ending the tenancy October 28, 2017, when the applicant reclaimed possession.

Rental arrears

The resident ledgers entered into evidence represent the landlord's accounting of monthly rent, late payment penalties, and payments received against the respondent's rent account. The rent was established at \$1,940 per month. The late payment penalties have been calculated in accordance with the *Residential Tenancies Act* (the Act) and the Regulations. The last payment received against the account was recorded April 25, 2017, in the amount of \$3,000. The security deposit of \$971.56 was retained by the applicant against accumulated rental arrears.

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

I am satisfied the resident ledgers accurately reflect the current status of the respondent's rent account. I find the respondent has accumulated rental arrears in the amount of \$15,257.44.

Repairs and cleaning

An exit inspection of the rental premises was conducted on October 31, 2017. The resulting report documented:

- the premises had not been adequately cleaned prior to the respondent vacating the rental premises;
- two holes and a scrape on the walls in the second bedroom;
- one broken bedroom door; and
- burns in the living room carpet.

The respondent did not dispute the claim for cleaning the rental premises. The respondent did not dispute the damages to the walls requiring repairs nor the damages to the bedroom door, but he did question the value of the costs claimed for repairs. The respondent did not provide any evidence other than his own testimony that the costs claimed were unreasonable. The respondent disputed his liability for the burns in the carpet, claiming that the burns were present when he moved in.

The applicant claimed \$600 for the required patching and painting, which to my mind and in my experience is a reasonable claim. The applicant claimed a total of \$850 to replace the living room carpet and to replace the bedroom door.

The applicant's representatives explained that due to their multiple and differing rental units they purchase unfinished and uncut slabs which their maintenance personnel cut to fit as needed. This requires more work than most other standard units where pre-fab door kits can be purchased and installed. Acknowledging that the claimed \$850 included costs for more than just the door, the applicant's representatives suggested costs specific to replacing the door would be \$180 for the door slab and \$200 for the labour. The respondent continued to dispute that \$380 was reasonable to replace one interior door, claiming that as a carpenter working for a major mining company it would not cost that much. No evidence to support the respondent's claim was offered. In my experience, the cost of \$380 claimed by the applicant to replace an interior door as they've described is consistent with claims I've received in the past and as such I find the applicant's claim reasonable.

With respect to the burned carpet, no entry inspection report was entered into evidence from which to determine the condition of the carpet when the respondent moved in. None of the applicant's representatives present at hearing had direct knowledge of the condition of the carpet when the respondent moved in. This being the case, I cannot be satisfied that the burns in the carpets were caused during the respondent's occupancy of the rental premises and must deny the applicant's claim of \$470 to replace the living room carpet.

I find the respondent failed to maintain the ordinary cleanliness of the rental premises and caused damages to the rental premises. I find the respondent liable to the applicant for costs of repairs and cleaning in the total amount of \$1,620.

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$15,257.44 and to pay costs of repairs and cleaning in the amount of \$1,620.

Adelle Guigon
Rental Officer