

IN THE MATTER between **NPRLP**, Applicant, and **SR and NR**, 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:

NPRLP

Applicant/Landlord

-and-

SR and NR

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 6, 2017
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	BL, representing the applicant HC, representing the applicant CDL, representing the applicant SR, respondent NR, respondent
<u>Date of Decision:</u>	December 6, 2017

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the applicant/landlord against SR, LR, and MR as the respondents/tenants 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 respondents by email deemed received September 25, 2017, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondents had repeatedly failed to pay rent and had accumulated rental arrears. An order was sought for payment of the 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. SR and NR appeared as respondents.

Preliminary matters

The present parties agreed that a written residential tenancy agreement had been entered into between the applicant as landlord and SR and NR as tenants. NR is SR's mother, and she entered into the joint tenancy as a co-signer for her daughter. NR did not reside at the rental premises with her daughter. LR and MR at some point resided with SR at the rental premises, but they were never added as tenants.

The applicant's representatives agreed to withdraw LR and MR as respondents from the application to a rental officer. By agreement with NR, she was added as a respondent to the application. Going forward, the style of cause will reflect NPRLP as the applicant/landlord and SR and NR as the respondents/tenants.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing August 1, 2016. The respondents vacated the rental premises, ending the tenancy agreement August 31, 2017. The applicant's representatives withdrew the request for termination of the tenancy agreement and eviction, replacing it with a request for payment of cleaning costs. 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 respondents' rent account. The rent was established at \$1,595 per month. The late payment penalties were calculated in accordance with the Act and Regulations. Either insufficient amounts or no payments were received against the rent in six of the last 12 months of the tenancy. The security deposit of \$797.50 was retained against the rental arrears, although the interest of \$0.43 was not accounted for.

The respondents did not dispute the accuracy of the landlord's accounting, acknowledging the debt and accepting responsibility for it. NR questioned why she was not notified by the landlord of the accumulating arrears during the tenancy as had she known she would have ensured the arrears were taken care of at the time. SR was fully aware of the status of the rent account. The responsibility lies with the tenants to ensure the rent they have agreed to pay is getting paid in full when due. The landlord is not obligated to ensure tenants are aware of the status of their rent account, although it is good business practice to notify tenants when there is a balance owing. The landlord did this by notifying SR - a joint tenant, equally responsible for the terms of the tenancy agreement, and the tenant the landlord knew was residing at the rental premises. The lack of communication is not between the landlord and tenants; it appears to be between the joint tenants.

I am satisfied the resident ledger (amended to account for the security deposit interest) accurately reflects the current status of the respondents' rent account. I find the respondents liable to the applicant for rental arrears in the amount of \$5,964.07.

Cleaning

An exit inspection of the rental premises conducted August 31, 2017, identified minor cleaning deficiencies in the nature of dusty window sills and baseboards. Otherwise, the premises was left in a reasonably ordinary state of cleanliness. The applicant claimed \$40 for costs of cleaning the window sills and baseboards. The respondents did not dispute this claim.

I am satisfied the respondents failed to clean the window sills and baseboards, and that the amount claimed by the applicant is reasonable compensation. I find the respondents liable to the applicant for the costs of cleaning in the amount of \$40.

Orders

An order will issue requiring the respondents to pay rental arrears in the amount of \$5,964.07 and requiring the respondents to pay costs of cleaning in the amount of \$40.

Adelle Guigon
Rental Officer