

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

**SD**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>December 6, 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 HC, representing the applicant CDL, representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>December 6, 2017</b>

**REASONS FOR DECISION**

An application to a rental officer made by NPRLP as the applicant/landlord against SD as the respondent/tenant was filed by the Rental Office September 15, 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 23, 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 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. SD was served notice of the hearing by email deemed received September 23, 2017, pursuant to subsection 4(4) of the Regulations. The respondent did not appear at the hearing, nor did anyone appear on the respondent's 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's representatives testified and evidence was submitted establishing a residential tenancy agreement between the parties commencing October 1, 2016. The respondent vacated the rental premises, ending the tenancy September 15, 2017. Consequently, the applicant's representatives withdrew their request for termination and eviction. I am satisfied a valid tenancy agreement was in place in accordance with the *Residential Tenancies Act* (the Act).

### *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. Rent was established at \$1,370. The late payment penalties were calculated in accordance with the Act and Regulations. The last payment received against the respondent's rent account was recorded June 1, 2017, in the amount of \$1,378. The security deposit of \$685.79 was retained against the accumulated rental arrears.

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 in the amount of \$10,554.21.

### *Repairs and cleaning*

The applicant's representatives entered into evidence the move out inspection and acceptance report completed September 15, 2017. The report documents that the rental premises was not adequately cleaned, there was a small hole in a wall in the living room, one blind slat in the master bedroom was broken, and garbage, debris, and belongings were left behind. Costs for repairing the wall, replacing the blind slat, removing the garbage, debris, and belongings, and cleaning the premises were claimed in the total amount of \$940.

I am satisfied the rental premises was left in an unclean condition, with garbage, debris, and belongings left behind, and with minor damages. I am satisfied the costs claimed to effect repairs and cleaning are reasonable. I find the respondent liable to the applicant for costs of repairs and cleaning in the amount of \$940.

### *Orders*

An order will issue requiring the respondent to pay rental arrears in the amount of \$10,554.21 and requiring the respondent to pay costs of repairs and cleaning in the amount of \$940.

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Adelle Guigon  
Rental Officer