

IN THE MATTER between **NTHC**, Applicant, and **RG**, 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:

**NTHC**

Applicant/Landlord

-and-

**RG**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>February 6, 2018</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>JB, representing the applicant AW, representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>February 6, 2018</b>

**REASONS FOR DECISION**

An application to a rental officer made by NWHHA on behalf of the NTHC as the applicant/landlord against RG as the respondent/tenant was filed by the Rental Office September 28, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Norman Wells, Northwest Territories. The filed application was served on the respondent by registered mail signed for October 13, 2017.

The applicant alleged the respondent had failed to refill the fuel tank at the end of the tenancy, and had left the rental premises in an unclean condition. An order was sought for payment of the costs to refill the fuel tank and payment of costs for cleaning.

A hearing was originally scheduled for January 9, 2018. Neither the applicant nor the respondent appeared at the hearing. The hearing was re-scheduled to February 6, 2018, by three-way teleconference. JB and AW appeared representing the applicant. RG was served notice of the hearing by registered mail deemed served January 23, 2018, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act) and by email deemed received February 5, 2018, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (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 Act.

*Tenancy agreement*

The applicant's representatives testified and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing under the Homeownership Entry Level Program (HELP) commencing April 1, 2014. The respondent vacated the rental premises, effectively ending the tenancy May 31, 2017. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

*Utilities arrears*

Paragraph 8 of the written tenancy agreement sets out the tenant's responsibility for utilities including fuel oil. The applicant's representatives testified that the fuel tank was full when the respondent took occupancy of the rental premises. The respondent had failed to refill the fuel tank when he vacated the rental premises. An invoice from SRP Petroleum Services was provided establishing the amount of fuel required to refill the tank at the end of the tenancy cost \$1,210.31.

I am satisfied the respondent failed to comply with his obligation to refill the fuel tank at the end of the tenancy. I find the respondent liable to the applicant for costs of refilling the fuel tank in the amount of \$1,210.31.

*Cleaning*

The applicant's representatives testified and provided evidence in the form of work orders, invoices, and photographs establishing that the respondent had left a substantial amount of debris and property in the rental premises, and that the respondent had not cleaned the premises before vacating. Movers were hired to remove abandoned personal property, maintenance personnel removed and disposed of debris, and cleaning services were used to bring the premises to an ordinary state of cleanliness. The total costs amounted to \$1,887.63. The security deposit of \$500.78 was retained against the cleaning costs.

I am satisfied the respondent is responsible for failing to comply with his obligation to return the rental premises in an ordinary state of cleanliness at the end of the tenancy. I find the respondent liable to the applicant for costs of cleaning in the amount of \$1,386.85.

*Orders*

An order will issue requiring the respondent to pay utilities arrears in the amount of \$1,210.31 and requiring the respondent to pay costs of cleaning in the amount of \$1,386.85.

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Adelle Guigon  
Rental Officer