

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

SN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 31, 2018

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: BL, representing the applicant
CDL, representing the applicant

Date of Decision: May 31, 2018

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the applicant/landlord against SN as the respondent/tenant was filed by the Rental Office February 16, 2018. 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 March 1, 2018, 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 May 31, 2018, in Yellowknife. BL and CDL appeared representing the applicant. SN was served notice of the hearing by email deemed received March 1, 2018, 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 representative testified and evidence was presented establishing a residential tenancy agreement between the parties commencing March 7, 2017. Since filing of the application to a rental officer, the respondent vacated the rental premises, effectively ending the tenancy March 14, 2018. Consequently the request for termination of the tenancy agreement and eviction were withdrawn. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Rental arrears

The resident ledgers entered into evidence represent the landlord's accounting of monthly rents, late payment penalties, and payments received against the respondent's rent account. Rent was established at \$1,315 per month. The late payment penalties were calculated in accordance with the Act and Regulations. The last payment received against the rent account was recorded October 27, 2017, in the amount of \$600.

I am satisfied the rent ledgers accurately reflect the current status of the respondent's rent account. I find the respondent has accumulated rental arrears in the amount of \$11,476.16.

Repairs and cleaning

Upon being notified by Northland Utilities that the electricity to the rental premises was going to be disconnected, the applicant attended the rental premises and discovered it had been abandoned by the respondent. The applicant reclaimed possession of the rental premises and conducted an exit inspection on March 14, 2018.

Exit inspection report and move out statement were emailed to the respondent on March 15, 2018. The move out statement calculated costs for repairs and cleaning based on a flat rate schedule.

Costs were claimed for: removal and disposal of items, garbage, and debris; repair of the refrigerator door; replacement of light bulbs throughout; repair/replacement of window blinds; repair of a hole in the hallway wall; unreturned keys and laundry card; and cleaning throughout. All of the referenced damages and uncleanliness are referenced in the inspection report and supported with photographs taken during the exit inspection.

An invoice for the repair of the refrigerator door was requested but not provided by the time this order and reasons for decision were written. Despite this, the damages have been made out and to my mind the \$200 claimed for the repair of the door is not unreasonable. I am also satisfied that the amounts claimed for the remainder of the repairs and cleaning are reasonable.

I am satisfied that the respondent is responsible for the damages and uncleanliness caused to the rental premises. I find the respondent liable to the applicant for costs of repairs and cleaning in the amount of \$2,833.20.

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$11,476.16 and requiring the respondent to pay costs of repairs and cleaning in the amount of \$2,833.20.

Adelle Guigon
Rental Officer