

IN THE MATTER between **NSJG**, Applicant, and **DC and HM**, 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:

NSJG

Applicant/Landlord

-and-

DC and HM

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: June 27, 2018

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: NSJG, applicant
PG, on behalf of the applicant
JG, on behalf of the applicant

DC, respondent

Date of Decision: June 27, 2018

REASONS FOR DECISION

An application to a rental officer made by NSJG as the applicant/landlord against DC and HM as the respondents/tenants was filed by the Rental Office March 15, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the respondents June 8, 2018.

The applicant alleged the respondents had repeatedly failed to pay the full amount of rent when due, had repeatedly failed to pay utilities as required, had failed to pay the full security deposit, had caused disturbances, and had permitted smoking in the rental premises. An order was sought for payment of rental arrears, payment of utilities arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for June 27, 2018, in Yellowknife. NSJG appeared as applicant, with PG and JG appearing on the applicant's behalf. DC appeared as respondent and on behalf of HM.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing January 1, 2018. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental and utilities arrears

The parties agreed and evidence was presented establishing rental arrears in the amount of \$2,000 and utilities arrears in the amount of \$1,174.47. The applicant requested late payment penalties be included in an order to pay rental arrears. The respondent had no dispute with this request.

I am satisfied the respondents have repeatedly failed to pay rent in full when due, and have failed to pay utilities as required. Late payment penalties on the rents have been calculated to \$75 as of June 30, 2018. I find the respondents have accumulated rental arrears in the amount of \$2,075, and I find the respondents have accumulated utilities arrears in the amount of \$1,174.47.

Security deposit

The parties agreed and evidence was presented establishing that of the \$2,000 security deposit specified in the written tenancy agreement only \$500 has been paid by the respondents. Given that the tenancy is expected to end June 30, 2018, and any security deposit would not be dealt with until the end of the tenancy, there is no point to ordering the respondents to pay the outstanding \$1,500. The applicants may retain the \$500 security deposit that they hold against rental arrears or costs of repairs at the end of the tenancy, and if there is any remaining balance due for costs of repairs or cleaning the applicant may file a new application to a rental officer for those costs.

Disturbances

Whether or not any disturbances have occurred during the tenancy has now become a moot point given that the tenancy is expected to end June 30, 2018. No findings were made regarding alleged disturbances.

Smoking

The applicant claimed she received complaints from neighbouring tenants that the respondents were smoking in the rental premises. The applicant also submitted correspondence from a maintenance service provider alleging that his technician who attended the rental premises observed an occupant of the rental premises smoking in the rental premises. The respondent disputed the claims that any smoking occurred within the rental premises during the tenancy, other than maybe once. The respondent further denied that there would be any damages to the rental premises related to smoking.

Given that the tenancy is expected to end June 30, 2018, and the applicant would get a better idea of whether or not smoking had occurred in the rental premises when conducting the exit inspection, no finding was made at this time as to whether or not the respondents failed to comply with their obligation not to smoke in the rental premises. Should the applicant find evidence of damages to the rental premises likely caused by smoking in the rental premises, then the applicant is free to make a claim by filing a new application to a rental officer.

Termination of the tenancy agreement and eviction

The parties agreed that notice had been given to terminate the tenancy agreement June 30, 2018, and the respondent confirmed at hearing that they would be vacating the rental premises by that date. It was agreed that an eviction order would only be issued if the respondents did not vacate the rental premises on June 30, 2018, as agreed. The applicant contacted me July 3, 2018, and confirmed that the respondents had in fact vacated the rental premises June 30, 2018, as agreed. No eviction order will be issued.

Orders

An order will issue requiring the respondents to pay rental arrears in the amount of \$2,075, and requiring the respondents to pay utilities arrears in the amount of \$1,174.47.

Adelle Guigon
Rental Officer