

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

NT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 10, 2018

Place of the Hearing: Yellowknife, Northwest Territories

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

Date of Decision: July 10, 2018

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the applicant/landlord against NT as the respondent/tenant was filed by the Rental Office April 20, 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 May 10, 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 July 10, 2018, in Yellowknife. CDL and NA appeared representing the applicant. NT was served notice of the hearing by email deemed received May 10, 2018. 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 June 1, 2017. The respondent vacated the rental premises, ending the tenancy May 22, 2018. 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 \$1,595 per month. Late payment penalties were calculated in accordance with the Act. The last payment received against the rent account was recorded

December 15, 2017, in the amount of \$479.25. The security deposit of \$797.89 was retained against the rental arrears. Because the respondent only gave notice of her intention to leave on May 15, 2018, the applicant was not able to re-rent the rental premises in the month of June and, therefore, claimed lost future rent for June. The resident ledger was adjusted to include the rent for June.

I am satisfied the adjusted resident ledger accurately reflects the current status of the respondent's rent account. I am satisfied the landlord is entitled to the rent for June. I find the respondent has accumulated rental arrears in the amount of \$8,947.11.

Repairs and cleaning

The applicant's representative claimed costs for repairs and cleaning as follows:

Repairing bathroom vanity	\$200.00
Repairing master bedroom wall	\$300.00
Repairing master bedroom closet door	\$125.00
Repairing master bedroom closet shelf	\$100.00
Labour to effect above repairs	\$100.00
Removal and disposal of items, garbage, and debris	\$170.00
Cleaning throughout	\$320.00
Replacement of laundry card	\$50.00
Sub-total	\$1,365.00
Admin fee	\$204.75
GST	\$68.25
Total	\$1,638.00

Entry and exit inspection reports were entered into evidence substantiating the claimed damages and uncleanliness. A move-out statement was not prepared until July 9, 2018, however, the applicant's representative testified that it was forwarded to the respondent.

All except the charges for removal and disposal of items, garbage, and debris are allowed as claimed.

The applicant claimed two hours for two workers to do two dump runs. They claimed \$45 per dump run and then claimed labour for the dump runs separately at \$40 per hour. The City of Yellowknife tipping fees for residential waste are \$10 per load. No evidence was presented substantiating the claim of \$45 per load. At hearing, I determined the removal and disposal should have taken no more than one hour for two workers to complete, and granted \$50 for that labour. However, upon further review of the amount of material that required disposal, it does seem likely to me that it would have taken two workers two hours to make the dump runs. Given that at hearing I effectively granted \$25 per hour per worker, I am altering the costs allowed for the removal and disposal of items, garbage, and debris to \$20 for the tipping fees plus \$100 for the labour.

The allowed costs for repairs and cleaning are as follows:

Repairing bathroom vanity	\$200.00
Repairing master bedroom wall	\$300.00
Repairing master bedroom closet door	\$125.00
Repairing master bedroom closet shelf	\$100.00
Labour to effect above repairs	\$100.00
Removal and disposal of items, garbage, and debris	\$120.00
Cleaning throughout	\$320.00
Replacement of laundry card	\$50.00
Sub-total	\$1,315.00
15% Admin fee	\$197.25
5% GST	\$75.61
Total	\$1,587.86

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$8,947.11, and requiring the respondent to pay costs of repairs and cleaning in the amount of \$1,527.49.

Adelle Guigon
Rental Officer