

IN THE MATTER between **NPRLP**, Applicant, and **AK and OK**, 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:

NPRLP

Applicant/Landlord

-and-

AK and OK

Respondents/Tenants

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 AK and OK as the respondents/tenants was filed by the Rental Office April 30, 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 respondents by registered mail sent to their last known address and deemed served May 29, 2018, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The applicant alleged the respondents had repeatedly failed to pay rent and had accumulated rental arrears. An order was sought for payment of 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. AK and OK were served notices of the hearing by registered mail sent to their last known address and deemed served May 29, 2018, pursuant to subsection 71(5) of the Act. The respondents did not appear at the hearing, nor did anyone appear on their behalf. The hearing proceeded in the respondents' absence pursuant to subsection 80(2) of the Act.

Tenancy agreement

The applicant's representative testified and evidence was presented establishing a residential tenancy agreement between the parties commencing October 6, 2017. The respondents vacated the rental premises, ending the tenancy May 28, 2018. The applicant's representative withdrew their request for termination of the tenancy agreement and eviction, and instead requested an order for payment of costs for repairs and cleaning in addition to payment of rental arrears. 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 respondents' rent account. Rent was established at \$1,540 per month. Late payment penalties were calculated in accordance with the Act. No payments were received in three of the eight months of the tenancy. The security deposit of \$770 was retained against the rental arrears.

The respondents communicated by email with the applicant after the tenancy ended, acknowledging their debt and accepting responsibility for it. A payment was received by the applicant July 6, 2018, in the amount of \$994.02 towards the rental arrears.

The resident ledgers included two NSF charges of \$50 each. No evidence was presented to establish actual losses suffered by the applicant for the respondents' returned payments due to insufficient funds. The applicant's claim for NSF charges was denied, and the resident ledger was adjusted to deduct \$100 from the balance owing.

I am satisfied the resident ledgers accurately reflect the current status of the respondents' rent account. I find the respondents have accumulated rental arrears in the amount of \$2,907.59.

Repairs and cleaning

The applicant's representative testified and provided evidence establishing the following claims for repairs and cleaning:

Repairing holes in walls	\$250.00
Cleaning throughout	\$490.00
Replacing two keys, one FOB, one parking pass, and one laundry card	\$200.00
Admin fee	\$144.75
GST	\$48.25
Total	\$1,158.00

Through the email and telephone conversations between the applicant and respondents, the respondents did not dispute any of the claims for repairs and cleaning, acknowledging the debt and accepting responsibility for it.

I am satisfied the respondents are responsible for the claimed damages and for failing to return the rental premises in an ordinary state of cleanliness. At hearing it was noted that the applicant had miscalculated the GST, which should be \$55.49. I find the respondents liable to the applicant for costs of repairs and cleaning in the amount of \$1,165.24.

Orders

An order will issue requiring the respondents to pay rental arrears in the amount of \$2,907.59 and requiring the respondents to pay costs of repairs and cleaning in the amount of \$1,165.24.

Adelle Guigon
Rental Officer