

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

**PF**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** September 5, 2018

**Place of the Hearing:** Inuvik, Northwest Territories

**Appearances at Hearing:** JH, representing the Applicant  
IA, representing the Applicant  
PF, Respondent

**Date of Decision:** September 5, 2018

### **REASONS FOR DECISION**

An application to a rental officer made by NPRLP as the Applicant/Landlord against PF as the Respondent/Tenant was filed by the Rental Office June 26, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was personally served on the Respondent July 13, 2018.

The Applicant alleged the Respondent 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 September 5, 2018, in Inuvik. The Rental Officer appeared by telephone. JH and IA appeared representing the Applicant. PF appeared as Respondent.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing November 1, 2017. The respondent vacated the rental premises, ending the tenancy August 29, 2018. Consequently, the Applicant's representative withdrew their request for termination of the tenancy agreement and eviction. I am satisfied a valid tenancy agreement was in place in accordance with the *Residential Tenancies Act* (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 \$1,400 per month. Late payment penalties were calculated in accordance with the Act and *Residential Tenancies Regulations* (the Regulations). Either insufficient payments or no payments were received in seven of the nine months of the tenancy. The security deposit of \$1,400 was retained against the Respondent's rental arrears.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it.

I am satisfied the resident ledgers accurately reflect the current status of the Respondent's rent account. I note that the Applicant failed to account for interest on the security deposit amounting to \$0.47. Accounting for the security deposit and interest, I find the Respondent has accumulated rental arrears in the amount of \$7,108.04.

*Cleaning*

At hearing the Applicant's representative also requested costs for cleaning the rental premises when the Respondent vacated in the amount of \$200. The Respondent did not dispute this claim, acknowledging the requested amount and accepting responsibility for it.

I am satisfied the Respondent failed to return the rental premises to the Applicant in an ordinary state of cleanliness. I find the Respondent liable to the Applicant for costs of cleaning the rental premises in the amount of \$200.

*Orders*

An order will issue requiring the Respondent to pay rental arrears in the amount of \$7,108.04, and requiring the Respondent to pay costs of cleaning in the amount of \$200.

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Adelle Guigon  
Rental Officer