

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

**BB**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>October 4, 2018</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>CDL, representing the Applicant NAY, representing the Applicant</b>
<b><u>Date of Decision:</u></b>	<b>October 4, 2018</b>

**REASONS FOR DECISION**

An application to a rental officer made by NPRLP as the Applicant/Landlord against BB as the Respondent/Tenant was filed by the Rental Office July 12, 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 July 10, 2018, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations). An addendum to the application was served on the Respondent by email deemed received September 2, 2018.

The Applicant alleged the Respondent had accumulated rental arrears, had caused damages to the rental premises, and had left the rental premises in an unclean condition. An order was sought for payment of rental and utilities arrears, and payment of costs for repairs and cleaning.

A hearing scheduled for August 22, 2018, was adjourned *sine die* at the request of, and peremptory on, the Applicant. The hearing was re-scheduled to October 4, 2018, in Yellowknife. CDL and NAY appeared representing the Applicant. BB was served notice of the hearing by email deemed received September 17, 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 February 21, 2018. The Respondent vacated the rental premises, effectively ending the tenancy July 11, 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 \$1,995 per month. Late payment penalties have been calculated in accordance with the Act and Regulations. The last payment received against the rent account was recorded May 18, 2018, in the amount of \$1,850. The security deposit, including interest, of \$997.50 was appropriately retained against the rental arrears.

During writing of these reasons for decision and upon review of the resident ledgers I realized that I had neglected to address monthly 'pet fees' which were included in the Respondent's rent account since March 2018. As I have stated in previous reasons for decision, although the written tenancy agreement does include a condition for monthly pet fees it does not reference whether or not the pet fees are refundable and whether or not there is a maximum amount that will be collected. The Act provides for a pet security deposit to a maximum value of 50 percent of one month's rent. In my opinion, the monthly pet fees as described in the written tenancy agreement are contrary to the Act and therefore invalid. While I see no reason why the landlord could not collect the pet security deposit in monthly installments, the landlord would be prohibited from collecting more than 50 percent of one month's rent as allowed for in the Act. Additionally, the landlord would be required to return or retain the pet security deposit at the end of the tenancy in accordance with the Act.

In this case, the Applicant began charging \$25 per month in 'pet fees', which I will consider monthly installments towards a pet security deposit. The last three months' installments were not paid by the Respondent, therefore, \$75 must be deducted from the resident ledger. The first two months' installments were paid by the Respondent, but were not credited in the resident ledger at the end of the tenancy. Interest on the \$50 paid pet security deposit amounts to \$0.01. The resident ledger will be adjusted to account for the \$75 in unpaid pet security deposit and for the retention of the \$50.01 paid pet security deposit against the rental arrears.

I am satisfied the adjusted resident ledger accurately reflects the current status of the Respondent's rent account. I find the Respondent has accumulated rental arrears in the amount of \$4,843.30.

#### *Utilities*

Paragraph 4 of the written tenancy agreement sets out the tenant's responsibility for utilities, including heat. When the Applicant conducted the exit inspection of the rental premises it was noted that the heating fuel tank had not been refilled. A copy of the invoice for refilling the heating fuel tank was entered into evidence.

I am satisfied the Respondent failed to have the heating fuel tank refilled at the end of the tenancy. I find the Respondent liable to the applicant for costs to refill the heating fuel tank in the amount of \$226.79.

#### *Repairs and cleaning*

The Applicant's representative testified and provided evidence establishing the condition of the rental premises at the end of the tenancy. The following claims for repairs and cleaning were made:

Repair hallway wall	\$50.00
Replace two interior doors	\$400.00
Labour for above repairs	\$100.00
Steam clean stairs	\$180.00
Two dump runs	\$90.00
Replace two unit keys	\$50.00
Cleaning throughout	\$400.00
Sub-total	\$1,270.00
15% Admin fee	\$190.50
5% GST	\$63.50
Total	<b>\$1,524.00</b>

The entry and exit inspection reports and photographs support the Applicant's testimony that the rental premises was left with the above identified issues. I am satisfied the Respondent is responsible for the damages caused to the rental premises, for the uncleanliness of the rental premises, and for failing to return two unit keys. I am also satisfied that the costs claimed to effect repairs and cleaning are reasonable. I find the Respondent liable to the Applicant for costs of repairs and cleaning in the amount of \$1,524.

*Orders*

An order will issue requiring the Respondent to pay rental (s. 41) and utilities (s. 45) arrears in the total amount of \$5,070.09, and requiring the Respondent to pay costs of repairs (s. 42) and cleaning (s. 45) in the total amount of \$1,524.

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Adelle Guigon  
Rental Officer