

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: **October 18, 2018**

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

Appearances at Hearing: **NSJG, Applicant**
 DC, Respondent

Date of Decision: **October 18, 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 July 27, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application and an addendum to the application were served on the Respondents by email confirmed received September 7, 2018.

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

A hearing originally scheduled for October 4, 2018, was postponed at the request of the Respondent, peremptory on the Respondent. The hearing was re-scheduled to October 18, 2018, in Yellowknife. NSJG appeared as Applicant. 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. The Respondents vacated the rental premises, ending the tenancy June 30, 2018. I am satisfied a valid tenancy agreement was in place in accordance with the *Residential Tenancies Act* (the Act).

Damages and uncleanliness

The Applicant testified and provided evidence in support of her claim for costs to repair a burn-damaged window sill, repair damaged cork flooring, replace four broken window locks, to surface clean the rental premises, and for in-depth smoke damage cleaning of three pieces of furniture as well as the rental premises, in the total amount of \$2,815. The Respondent did not dispute any of these claims, acknowledging and accepting responsibility for them.

The Applicant also made a claim for repainting the entire rental premises in the amount of \$6,880. This claim was made due to both the alleged smoke damage and scuffs, stains, and gouges in some walls. The Respondent disputed that there was any residual smoke damage to the walls after the previous mentioned cleaning and in-depth cleaning was conducted. The Respondent admitted there was some smoking occurring in the rental premises during her absences, but denied that it was so extensive as to permanently stain the walls or result in long-term pervasive odours. The Applicant conceded that there is no longer the odour of smoke in the rental premises. The Respondent did accept responsibility for the costs of repairing and painting the scuffed/stained/gouged walls, and the parties agreed to 10% of the costs claimed for repainting in the amount of \$688.

I am satisfied the Respondents are responsible for causing damages to the rental premises and leaving the rental premises in an unclean condition. I find the Respondents liable to the Applicant for costs of repairs and cleaning in the amount of \$3,503, against which the security deposit of \$500.10 was retained by the Applicant resulting in a remaining balance owing of \$3,002.90.

Utilities

The Applicant testified and provided invoices supporting her claim for unpaid telephone, internet, and electricity bills from the final month of the tenancy. The Respondent did not dispute the Applicant's claim for utilities, acknowledging the debt and accepting responsibility for it.

I am satisfied the Respondents failed to pay utilities as required. I find the Respondents liable to the Applicant for utilities arrears in the amount of \$568.57.

Orders

An order will issue requiring the Respondents to pay costs of repairs and cleaning in the amount of \$3,002.90, and requiring the Respondents to pay utilities arrears in the amount of \$568.57.

Adelle Guigon
Rental Officer