

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

**TF**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>December 11, 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>December 11, 2018</b>

**REASONS FOR DECISION**

An application to a rental officer made by NPRLP as the Applicant/Landlord against TF as the Respondent/Tenant was filed by the Rental Office May 29, 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 registered mail sent to his last known address and deemed served October 16, 2018, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

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 arrears and payment of costs for repairs and cleaning.

Hearings scheduled for August 2, 2018, and October 4, 2018, were cancelled due to unsuccessful service of the filed application and notices of attendance on the Respondent. The hearing was re-scheduled to December 11, 2018, in Yellowknife. CDL and NAY appeared representing the Applicant. TF was served notice of the hearing by registered mail sent to his last known address and deemed served October 30, 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 Act.

*Tenancy agreement*

The Applicant's representative testified and evidence was presented establishing a residential tenancy agreement between the parties commencing December 1, 2017. The Respondent abandoned the rental premises, effectively ending the tenancy May 25, 2018. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

### *Rental arrears*

The resident ledger entered into evidence represents the Landlord's accounting of monthly rents, late payment penalties, and payments received against the Respondent's rent account. Rent was established at \$1,495 per month. The late payment penalties have been calculated in accordance with the Act and *Residential Tenancies Regulations* (the Regulations). The only payment received against the rent account was recorded January 29, 2018, in the amount of \$750, of which \$747.50 was applied against the security deposit. Given the Respondent's abandonment of the tenancy with no notice to the Applicant, rent for June 2018 was charged to the Respondent. The security deposit and interest totalling \$747.68 were retained at the end of the tenancy against the accumulated rental arrears.

I am satisfied the rent ledger accurately reflects the current status of the Respondent's rent account. I find the Respondent has accumulated rental arrears in the amount of \$9,888.82.

### *Repairs and cleaning*

After withdrawing a duplicate \$80.00 claim, the Applicant claimed costs for repairs and cleaning as follows:

Cleaning throughout	\$400.00
Replace three kitchen cupboard knobs	\$36.00
Replace four window blind slats	\$40.00
Repair two paint chips on the walls	\$100.00
Labour for the above repairs	\$50.00
Removal and disposal of garbage/debris	\$90.00
Replacement of keys/FOB	\$125.00
Sub-total	\$841.00
15% Admin Fee	\$126.15
5% GST	\$48.36
Total	<u>\$1,015.51</u>

The Applicant also entered into evidence the entry and exit inspection reports and photographs supporting their claim for the above listed items.

I am satisfied the Respondent is responsible for the claimed damages and for failing to clean the rental premises upon vacating. I am also satisfied the Respondent failed to return the keys/FOB to the rental premises and residential complex upon vacating. I am satisfied the amounts claimed for costs of repairs and cleaning are reasonable. I find the Respondent liable to the Applicant for costs of repairs and cleaning in the amount of \$1,015.51.

*Orders*

An order will issue requiring the Respondent to pay rental arrears in the amount of \$9,888.82 (p. 41(4)(a)) and requiring the Respondent to pay costs of repairs and cleaning in the amount of \$1,015.51 (p. 42.(3)(e); p. 45(4)(d)).

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Adelle Guigon  
Rental Officer