

IN THE MATTER between **W.F.**, Applicant, and **G.H.**, 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 **Hal Logsdon**, Rental Officer,

BETWEEN:

**W.F.**

Applicant/Landlord

-and-

**G.H.**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 23, 2019

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** W.F., applicant

**Date of Decision:** January 27, 2019

### **REASONS FOR DECISION**

The filed application and notice of attendance was sent to the respondent by registered mail at the last known address of the respondent. At the time of the hearing there was no confirmation of delivery. The respondent failed to appear at the hearing. Pursuant to section 71(5) of the *Residential Tenancies Act* the notice of attendance and filed application was deemed served and the hearing proceeded in the absence of the respondent.

The tenancy agreement between the parties was made in writing and commenced on July 1, 2009. The monthly rent for the premises was \$1500. The applicant holds a security deposit of \$1350 that was paid in full at the commencement of the tenancy. The tenancy agreement requires the tenant to pay for fuel, water and electricity during the term of the tenancy. The tenancy agreement was terminated on June 30, 2018 when the respondent vacated the premises.

The applicant retained the security deposit. No statement of the security deposit has been prepared. The applicant alleged that the respondent had failed to pay the full amount of rent, had failed to pay for the full amount of water and fuel, had failed to repair damages to the rental premises and had failed to leave the premises in a clean condition at the end of the tenancy. The applicant sought monetary relief for the following:

#### **Rent arrears**

The applicant provided a copy of the tenant rent ledger in evidence which indicated a balance of rent owing in the amount of \$10,410. I find the rent ledger to be in order.

#### **Water**

The applicant provided a copy of the water statement in evidence which indicated a balance of unpaid water in the amount of \$895.70. I find the statement in order.

#### **Fuel**

The applicant testified that the fuel tank was filled at the commencement of the tenancy and left empty when the respondent vacated the premises. The applicant provided a fuel receipt in evidence which indicated that he had filled the tank at the end of the tenancy and paid \$1274.96 for the fuel.

Cleaning

The applicant provided numerous photographs of the rental premises at the end of the tenancy. The photographs indicate that a large number of items were left on the premises. There is no evidence that the applicant removed or stored any of the items but instead disposed of them at the dump. The applicant sought compensation for 34 person/hours of labour at \$35/hour to remove items and restore the premises to a state of reasonable cleanliness. As well, the applicant sought the costs of dump fees which included disposal of tires and appliances in the amount of \$513.10. In total the applicant sought \$1703.10 for cleaning and dump fees.

Cleaning and hauling	\$1190.00
Dump fees	<u>513.10</u>
Total	\$1703.10

Repairs

The respondent provided an estimate for repairs to the premises allegedly caused by the tenant's negligence. There was no inspection report completed at the commencement of the tenancy. Repairs included door repair and replacements, and replacement of flooring. The applicant testified that none of these items were damaged at the commencement of the tenancy agreement. The photographs adequately document the damage and in my opinion, the repair costs are reasonable.

I find the respondent in breach of his obligations to pay rent, fuel and water, his obligation to repair damages to the premises and his obligation to leave the premises in a clean condition. I find the relief sought by the applicant to be reasonable.

I find the accrued interest on the security deposit to be \$22.96. Applying the security deposit and interest, I find a balance owing to the applicant of \$14,425.88 calculated as follows:

Security deposit	(\$1350.00)
Interest	(22.96)
Rent arrears	10,410.00
Water & fuel	2170.66
Repairs	1515.08
Cleaning	<u>1703.10</u>
Total	\$14,425.88

Orders shall issue requiring the respondent to pay the applicant rent arrears, repair costs, utility costs and cleaning costs in the total amount of \$14,425.88.

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Hal Logsdon  
Rental Officer