

IN THE MATTER between **NPRLP**, Applicant, and **SK and JK**, 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:

**NPRLP**

Applicant/Landlord

-and-

**SK and JK**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>March 19, 2019</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</b>
<b><u>Date of Decision:</u></b>	<b>March 19, 2019</b>

### **REASONS FOR DECISION**

An application to a rental officer made by NPRLP as the Applicant/Landlord against SK and JK as the Respondents/Tenants was filed by the Rental Office January 30, 2019. 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 Respondents by email deemed received March 4, 2019, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The Applicant alleged the Respondents had repeatedly failed to pay rent in full when due, had accumulated rental arrears, and had failed to comply with a rental officer order to pay future rent on time. An order was sought for payment of rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for March 19, 2019, in Yellowknife. CDL appeared representing the Applicant. SK and JK were served notices of the hearing by email deemed received March 4, 2019. The Respondents did not appear at the hearing, nor did anyone appear on the Respondents' behalf. The hearing proceeded in the Respondents' 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 April 1, 2017. The Respondents vacated the rental premises, ending the tenancy effective January 31, 2019. Consequently, the Applicant's representative withdrew their request for an order to terminate the tenancy agreement and for eviction. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

#### *Rental arrears*

The lease ledger entered into evidence represents the Landlord's accounting of monthly rent, late payment penalties, and payments received against the Respondents' rent account. Rent was established at \$1,882 per month. Late payment penalties were calculated in accordance with the Act. The last payment received against the rent account was recorded December 21, 2018, in the amount of \$1,210.44. Either insufficient payments or no payments were received in seven of the last 12 months of the tenancy.

The Applicant's representative testified that due to a problem with their accounting software, the late payment penalties were not accounted for in the lease ledger for part of November and for December and January. She requested the calculation and addition of the appropriate late payment penalties to the lease ledger. The missing late payment penalties were calculated at hearing and added to the lease ledger balance.

The security deposit of \$923.35 was appropriately retained by the Applicant at the end of the tenancy against the rental arrears.

I am satisfied the adjusted lease ledger accurately reflects the current status of the Respondents' rent account. I find the Respondents have a remaining balance of accumulated rental arrears in the amount of \$2,316.21.

*Repairs and cleaning*

The Applicant's representative testified and provided evidence substantiating a claim for the following costs of repairs and cleaning:

Repair refrigerator	\$75.00
Replace window screens	\$250.00
Repair patio door handle	\$50.00
Replace window blinds and slats	\$210.00
Replace bathroom towel holder	\$25.00
Replace toilet roll holder	\$25.00
Repair holes in walls	\$2,790.00
Replace bi-fold doors	\$250.00
Labour for above items	\$200.00
Dump fees	\$135.00
Cleaning throughout	\$400.00
Replace keys	\$125.00
15% admin fee	\$680.25
5% GST	\$226.75
<b>Total</b>	<b>\$5,442.00</b>

The Applicant's representative confirmed that the move-out statement and related documents were emailed the Respondents, thus informing them of the claims being made.

The entry and exit inspection reports and photographs were entered into evidence with the move-out statement. They support the Applicant's claim that the Respondents are responsible for the referenced damages and uncleanliness.

I am satisfied the Respondents are responsible for the claimed damages and uncleanliness. I find the Respondents liable to the Applicant for the costs of repairs and cleaning in the amount of \$5,442.

*Orders*

An order will issue requiring the Respondents to pay rental arrears in the amount of \$2,316.21 (p. 41(4)(a)) and requiring the Respondents to pay costs of repairs and cleaning in the amount of \$5,442 (p. 42(3)(e), p. 45(4)(d)).

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Adelle Guigon  
Rental Officer