

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

LS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 5, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: NAY, representing the Applicant

Date of Decision: June 5, 2019

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the Applicant/Landlord against LS as the Respondent/Tenant was filed by the Rental Office April 24, 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 Respondent by email deemed received May 12, 2019, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

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

A hearing was scheduled for June 5, 2019, in Yellowknife. NAY appeared representing the Applicant. LS was served notice of the hearing by email deemed received May 12, 2019. 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

Evidence was presented establishing a residential tenancy agreement between the parties commencing October 31, 2015. The Respondent vacated the rental premises, ending the tenancy as of January 31, 2019. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Previous orders

Rental Officer Order Number 15278 issued September 27, 2016, required the respondent to pay rental arrears; terminated the tenancy agreement September 30, 2016; evicted the Respondent from the rental premises October 15, 2016; and required the Respondent to pay compensation for use and occupation of the rental premises at a rate of \$63.78 for each day the Respondent remained in the rental premises after September 30, 2016. The monetary order was satisfied and the tenancy was permitted to continue uninterrupted, effectively reinstating the tenancy as of October 1, 2016.

Rental Officer Order Number 15816 issued January 24, 2018, required the Respondent to pay rental arrears; terminated the tenancy agreement January 31, 2018; evicted the Respondent from the rental premises February 1, 2018; and required the Respondent to pay compensation for use and occupation of the rental premises at a rate of \$63.78 for each day the Respondent remained in the rental premises after January 31, 2018, to a maximum of \$1,940 per month. The monetary order was satisfied and the tenancy was permitted to continue uninterrupted, effectively reinstating the tenancy as of February 1, 2018.

Rental Officer Order Number 16285 issued December 13, 2018, required the Respondent to pay rental arrears; terminated the tenancy agreement December 31, 2018; evicted the Respondent from the rental premises January 1, 2019; and required the Respondent to pay compensation for use and occupation of the rental premises at a rate of \$65.06 for each day the Respondent remained in the rental premises after December 31, 2018, to a maximum of \$1,979 per month. This monetary order was not satisfied and remains enforceable if filed with the Supreme Court of the Northwest Territories by December 2021.

Rental arrears

The lease 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 \$1,979 per month. The late payment penalties were 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 \$10,100. The security deposit of \$971.52 was retained against the rental arrears.

The lease ledger included an entry of \$1,979 for February's rent. Because the tenancy was terminated by Rental Officer Order Number 16285, the Applicant is only entitled to rent for the period up to and including the day the Respondent actually vacated or was evicted from the rental premises, that being in this case January 31, 2019. Therefore, the Applicant is not entitled to the rent for February and that part of the claim is denied. The lease ledger balance was adjusted accordingly.

I am satisfied the adjusted lease ledger accurately reflects the current status of the Respondent's rent account. I find the Respondent has accumulated rental arrears since the last rental officer order was issued in the amount of \$1,007.48.

Repairs and cleaning

The entry and exit inspection reports and photographs were entered into evidence in support of the following claims for repairs and cleaning:

Repair one kitchen drawer front	\$50.00
Replace one living room balcony door screen	\$50.00
Replace two bedroom window screens	\$100.00
Repair hole in hallway wall	\$100.00
Labour for above items	\$150.00
Removal and disposal of garbage and debris	\$90.00
Carpet steam cleaning	\$250.00
Cleaning throughout	\$360.00
Replace five keys	\$125.00
Sub-total	\$1,275.00
15% admin fee	\$191.25
5% GST	\$63.75
Total	\$1,530.00

All except the replacement of the living room balcony door screen are made out through the evidence presented, and I am satisfied the Respondent is responsible for those damages and uncleanliness.

The living room balcony door screen was damaged with holes when the Tenant moved in and no evidence has been presented establishing that the balcony door screen was replaced during the tenancy. Therefore, I am not satisfied the tenant is responsible for the damages caused to the living room balcony screen door and the Applicant's claim for costs associated with those repairs is denied.

The allowed claims for repairs and cleaning are as follows:

Repair one kitchen drawer front	\$50.00
Replace two bedroom window screens	\$100.00
Repair hole in hallway wall	\$100.00
Labour for above items	\$150.00
Removal and disposal of garbage and debris	\$90.00
Carpet steam cleaning	\$250.00
Cleaning throughout	\$360.00
Replace five keys	\$125.00
Sub-total	\$1,225.00
15% admin fee	\$183.75
5% GST	\$61.25
Total	\$1,470.00

I find the Respondent liable to the Applicant for costs of repairs and cleaning in the amount of \$1,470.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$1,007.48 (p. 41(4)(a)); and
- requiring the Respondent to pay costs of repairs and cleaning in the amount of \$1,470 (p. 42(3)(e), p. 45(4)d)).

Adelle Guigon
Rental Officer