

IN THE MATTER between **NPRLP**, Applicant, and **JS and DB**, 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-

**JS and DB**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>June 5, 2019</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>NAY, representing the Applicant</b>
<b><u>Date of Decision:</u></b>	<b>June 5, 2019</b>

### **REASONS FOR DECISION**

An application to a rental officer made by NPRLP as the Applicant/Landlord against JS and DB as the Respondents/Tenants 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 JS by email deemed received May 12, 2019, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations), and on the DB by registered mail sent to her last known address and deemed served May 17, 2019, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The Applicant alleged the Respondents had repeatedly failed to pay rent, 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 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. JS was served notice of the hearing by email deemed received May 12, 2019. DB was sent notice of the hearing by registered mail deemed served May 17, 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 Act.

#### *Tenancy agreement*

Evidence was presented establishing a residential tenancy agreement between the parties commencing October 1, 2014. The Respondents vacated the rental premises, ending the tenancy agreement as of January 10, 2019. 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 rents, late payment penalties, and payments received against the Respondents' rent account. Rent was established at \$1,728 per month. The late payment penalties were calculated in accordance with the Act. The last payment received against the rent account was recorded October 5, 2018, in the amount of \$700. The security deposit of \$798.92 was retained against the rental arrears.

The ledger included charges for electricity bills totalling \$122.68. No evidence was provided for those charges and the Applicant did not make their application for compensation for those charges. The charges totalling \$122.68 were deducted from the lease ledger balance.

I am satisfied the adjusted lease ledger accurately reflects the current status of the Respondents' rent account. I find the Respondents liable to the Applicant for rental arrears in the amount of \$6,730.58.

*Repairs and cleaning*

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

Repair three small holes in walls	\$150.00
Replace bathroom towel and toilet paper holders	\$50.00
Replace drying machine handle	\$45.00
Labour for the above items	\$200.00
Removal and disposal of garbage and debris	\$45.00
Carpet steam cleaning	\$400.00
Cleaning throughout	\$360.00
Replacement of five keys	\$125.00
Sub-total	\$1,375.00
15% admin fees	\$206.25
5% GST	\$68.75
<b>Total</b>	<b>\$1,650.00</b>

All the claims except for the carpet steam cleaning appear made out as justified based on the presented evidence. I am satisfied the Respondents are responsible for the claimed damages and uncleanliness.

The carpet steam cleaning has not been made out as justified. The entry inspection report documents pre-existing stains in the carpets when the tenancy commenced. While the photographs do support that the carpets required vacuuming, there is no way to tell from them which, if any, stains were caused during the tenancy. The Applicant's representative had no direct knowledge of the pre-existing carpet stains. I am not satisfied that the carpets were damaged by the Respondent to any extent necessitating steam cleaning and, therefore, the costs claimed for steam cleaning are denied. I am satisfied the Respondent failed to vacuum the carpets, and for that I am prepared to grant the Applicant \$50 for vacuuming costs.

The allowed claims for repairs and cleaning are as follows:

Repair three small holes in walls	\$150.00
Replace bathroom towel and toilet paper holders	\$50.00
Replace drying machine handle	\$45.00
Labour for the above items	\$200.00
Removal and disposal of garbage and debris	\$45.00
Vacuuming carpets	\$50.00
Cleaning throughout	\$360.00
Replacement of five keys	\$125.00
Sub-total	\$1,025.00
15% admin fees	\$153.75
5% GST	\$51.25
<b>Total</b>	<b><u>\$1,230.00</u></b>

I find the Respondents liable to the Applicant for costs of repairs and cleaning in the amount of \$1,230.

#### *Orders*

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$6,730.58 (p. 41(4)(a)); and
- requiring the Respondents to pay costs of repairs and cleaning in the amount of \$1,230 (p. 42(3)(e), p. 45(4)(d)).

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Adelle Guigon  
Rental Officer