

IN THE MATTER between **NPRLP**, Applicant, and **MMRT and SH**, 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-

**MMRT and SH**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** June 5, 2019

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** NAY, representing the Applicant  
BL, 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 MMRT and SH 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 sent to MMRT by registered mail to his last known addressed deemed served May 17, 2019, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act), and it was served on SH by email deemed received May 12, 2019, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The Applicant alleged the Respondents 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 costs for repairs and cleaning.

A hearing was scheduled for June 5, 2019, in Yellowknife. NAY and BL appeared representing the Applicant. MMRT was sent notice of the hearing by registered mail deemed served May 17, 2019. SH was served notice of the hearing by email deemed received May 12, 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 January 1, 2008. The Respondents vacated the rental premises, ending the tenancy agreement January 31, 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 \$1,346.40 per month. A data entry error was identified in the amount charged for the December 2018 rent and the lease ledger was adjusted to deduct \$0.50 from the balance. The late payment penalties were calculated in accordance with the Act and Regulations. The last payment received against the rent account was recorded September 24, 2018, in the amount of \$1,427.65. The security deposit of \$1,170.04 was retained against the rental arrears.

The ledger included one charge of \$50 for NSF fees. Penalties are prohibited under section 13 of the Act, and section 41 of the Act respecting the obligation to pay rent does not include remedies for losses suffered as a direct result of the Tenant failing to pay the rent. The \$50 NSF charge is disallowed and was 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 have accumulated rental arrears in the amount of \$4,240.56.

#### *Repairs and cleaning*

The entry and exit inspection reports and photographs taken at the end of the tenancy were entered into evidence in support of the Applicant's claims for the following repairs and cleaning:

Cleaning throughout	\$360.00
Carpet steam cleaning	\$250.00
Replace kitchen light fixture	\$100.00
Removal and disposal of garbage, debris, and other items	\$180.00
Replacement of two FOBs, two keys, one laundry card, and two parking passes	\$325.00
Sub-total	\$1,215.00
15% admin fees on first four items	\$133.50
5% GST on first four items	\$44.50
<b>Total</b>	<b>\$1,393.00</b>

Based on the evidence provided, I am satisfied the Respondents are responsible for the claimed damages and uncleanliness. I find the Respondents liable to the Applicant for costs of repairs and cleaning in the amount of \$1,393.

#### *Orders*

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$4,240.56 (p. 41(4)(a)); and
- requiring the Respondents to pay costs of repairs and cleaning in the amount of \$1,393 (p. 42(3)(e), p. 45(4)(d)).

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Adelle Guigon  
Rental Officer