

IN THE MATTER between **SA and MLDA**, Applicants, and **JS and CS**, 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:

SA and MLDA

Applicants/Landlords

-and-

JS and CS

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 16, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: SA, Applicant
MLDA, Applicant

Date of Decision: May 16, 2019

REASONS FOR DECISION

An application to a rental officer made by SA and MLDA as the Applicants/Landlords against JS and CS as the Respondents/Tenants was filed by the Rental Office March 26, 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 the Respondents by registered mail deemed served May 8, 2019, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

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

A hearing was scheduled for May 16, 2019, in Yellowknife. SA and MLDA appeared as the Applicants. JS and CS were sent notices of the hearing by registered mail deemed served May 8, 2019. The notices were also subsequently sent to the Respondents on May 13, 2019, by email. 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 August 31, 2017. The Respondents vacated the rental premises, ending the tenancy as of May 31, 2018. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Extension of time for making application

The issues being raised in this application arose when the tenancy ended May 31, 2018. The application was filed March 26, 2019 – approximately 10 months after the end of the tenancy. Subsection 68(1) of the Act requires that an application be filed within six months of when an issue arose. Subsection 68(2) of the Act provides for the Rental Officer to grant an extension to the time for making an application where the Rental Officer is of the opinion that it would not be unfair to do so.

In this case, the Applicants had initially attempted to recover costs of repairs and cleaning from the Respondents for several months after the Respondents' vacated the rental premises, but they did not pursue the issue again until they received notice from the City of Yellowknife that the Respondents' unpaid utility bill had been transferred to the Applicant's property tax account in January 2019. Attempts to secure the utility bill payment from the Respondent were unsuccessful, prompting the Applicants to make the application to a rental officer for all outstanding items at this time.

In my opinion is not unfair to grant an extension to the making of this application under the circumstances.

Repairs and cleaning

The entry and exit inspection forms, invoices, and photographs were entered into evidence substantiating the Applicant's claims as follows:

Move-out Clean	\$475.00
Removal of vehicle	\$302.50
Replace door locks	\$225.75
Replace shed padlock	\$40.83
Replace mailbox keys	\$5.00
Replace smoke detector	\$33.06
Replace window screens	\$153.30
Replace door bell	\$204.68
Replace light switch covers	\$4.03
Replace light bulbs	\$50.69
Replace front room window mechanism	\$434.57
Labour to replace hardwood flooring	\$1,000.00
Sub-total	\$2,929.41
Less security deposit	\$2,101.83
Total	<u>\$827.58</u>

Based on the evidence and testimony provided, I am satisfied the Respondents are responsible for all of the above claims. I find the Respondents liable to the Applicant for costs of repairs and cleaning in the amount of \$827.58

Utilities

The written tenancy agreement sets out the Respondents' responsibility for utilities, including water and sewer. Water and sewer is provided by the City of Yellowknife. The Respondents had an account with the City of Yellowknife for the rental premises during their tenancy.

The Applicants were notified by the City of Yellowknife on November 20, 2018, of the outstanding utilities under the Respondents' utilities account and were warned at that time that if the account was not cleared by the end of December the balance would be transferred to their property tax account. The Applicants notified the Respondents of the outstanding balance and asked them to pay the utilities arrears. The Respondents did not. The Applicants paid the arrears when they were transferred to the property tax account.

I am satisfied the Respondents are liable to the Applicant for the outstanding utilities arrears in the amount of \$167.23.

Order

An order will issue requiring the Respondents to pay costs of repairs and cleaning, and utilities arrears, in the total amount of \$994.81.

Adelle Guigon
Rental Officer