

IN THE MATTER between **NPRLP**, Applicant, and **PI and PO**, 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-

PI and PO

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 18, 2019
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	NAY, representing the Applicant PO, Respondent PI, Respondent
<u>Date of Decision:</u>	June 18, 2019

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the Applicant/Landlord against PI and PO as the Respondents/Tenants was filed by the Rental Office April 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 PI by email deemed received May 24, 2019, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations) and sent to PO by registered mail to his last known address deemed served May 28, 2019, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The Applicant alleged the Respondents had accumulated rental arrears, caused damages to the rental premises, and had left the rental premises in a less-than-ordinary state of cleanliness. An order was sought for payment of the costs for repairs and cleaning.

A hearing was scheduled for June 18, 2019, in Yellowknife. NAY appeared representing the Applicant. PI and PO appeared as the Respondents.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties commencing May 1, 2018. The Respondents vacated the rental premises, ending the tenancy agreement effective February 18, 2019. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Previous order

Rental Officer Order Number 16367 issued February 19, 2019, required the Respondents to pay rental arrears in the amount of \$13,586.

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. The ledger included a charge for the rent for March, which the Applicant's representative withdrew at hearing. All the rental arrears remain accounted for under the previous rental officer order.

Repairs and cleaning

The entry and exit inspection reports, photographs taken at the end of the tenancy, and a move-out statement were entered into evidence supporting the Applicant's claim for the following repairs and cleaning:

Replace one switch cover	\$5.00
Repair holes in walls	\$600.00
Repair one interior door and frame	\$140.00
Replace one closet door	\$200.00
Labour for the above	\$50.00
Cleaning throughout and steam cleaning stairs	\$300.00
Disposal of garbage, debris, and items	\$45.00
Sub-total	\$1,340.00
15% Admin fee	\$201.00
5% GST	\$67.00
Total	<u>\$1,608.00</u>

The Respondents did not dispute any of the claims, accepting responsibility for them.

I am satisfied the Respondents caused damages to the rental premises and failed to return the rental premises in an ordinary state of cleanliness. I find the Respondents liable to the Applicant for costs of repairs and cleaning in the amount of \$1,608.

Order

An order will issue requiring the Respondents to pay costs of repairs and cleaning in the amount of \$1,608.

Adelle Guigon
Rental Officer