

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

RC

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 18, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: NAY, representing the Applicant

Date of Decision: June 18, 2019

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the Applicant/Landlord against RC as the Respondent/Tenant 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 sent to the Respondent by registered mail to his last known address and deemed served May 28, 2019, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The Applicant alleged the Respondent 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 18, 2019, in Yellowknife. NAY appeared representing the Applicant. The Respondent was sent notice of the hearing by registered mail deemed served May 28, 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 Act.

Preliminary matter

The application to a rental officer identified the Applicant/Landlord as NPRL. The written tenancy agreement identifies the Landlord as NPRLP. The discrepancy was pointed out to the Applicant's representative at hearing, at which time she requested that the application to a rental officer be amended to identify the Applicant/Landlord as NPRLP. The requested amendment was made and the style of cause going forward will be NPRLP v. RC.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties commencing April 1, 2018. The Respondent was evicted from the rental premises February 25, 2019, pursuant to Rental Officer Order Number 16173. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Previous order

Rental Officer Order Number 16173 issued August 22, 2018, required the Respondent to pay rental arrears in the amount of \$1,625; terminated the tenancy agreement September 15, 2018; and evicted the Respondent from the rental premises on or after September 16, 2018. As previously mentioned, the eviction was enforced February 25, 2019.

Rental arrears

The lease ledger entered into evidence represents the Landlord's accounting of monthly rent, late payment penalties, and payments received against the Respondent's rent account. Rent was established at \$1,350 per month. All late payment penalties have been calculated in accordance with the Act. The rent for October 2018 was not paid, and the rent for January 2019 was only partially paid. The rental arrears ordered paid under Rental Officer Order Number 16173 were not paid in full until February 11, 2019. The security deposit of \$675.31 were appropriately retained against the rental arrears at the end of the tenancy.

I am satisfied the lease ledger accurately reflects the current status of the Respondent's rent account. I find the Respondent has a remaining balance of accumulated rental arrears in the amount of \$697.69.

Repairs and cleaning

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

Replace one heat vent cover	\$25.00
Repair bathroom wall and replace towel rack	\$125.00
Replace bedroom window	\$477.75
Replace door top closure	\$100.00
Labour for the above	\$100.00
Cleaning throughout	\$200.00
Disposal of debris, garbage	\$45.00
Replacement of laundry card, FOB, and unit key	\$175.00
Sub-total	\$1,247.75
15% Admin Fee	\$187.16
5% GST	\$62.39
Total	\$1,497.30

The only item of any concern is with regard to the claim to replace the bedroom window. The photograph appears to show that the window was broken from the outside, likely when something was thrown at the window. Given that the damage originated from outside the apartment, it is unlikely that the Tenant or persons permitted in the premises by the Tenant caused the damage. The Applicant's representative was granted the opportunity to make inquiries of their maintenance personnel and building caretaker to verify whether or not either had any recollection of how the window damage occurred or who might have caused the damage. The Applicant's representative's inquiries were unsuccessful. That being the case, I cannot be satisfied that the Respondent or persons permitted on the premises by the Respondent caused the damages to the window. The Applicant's claim for costs to replace the window is denied.

I am satisfied the Respondent is responsible for all the other claims for damages and uncleanliness. I find the Respondent liable for the costs associated with repairs and cleaning in the amount of \$924, calculated as follows:

Replace one heat vent cover	\$25.00
Repair bathroom wall and replace towel rack	\$125.00
Replace door top closure	\$100.00
Labour for the above	\$100.00
Cleaning throughout	\$200.00
Disposal of debris, garbage	\$45.00
Replacement of laundry card, FOB, and unit key	\$175.00
Sub-total	\$770.00
15% Admin Fee	\$115.50
5% GST	\$38.50
Total	\$924.00

Orders

An order will issue requiring the Respondent to pay rental arrears in the amount of \$697.69 and requiring the Respondent to pay costs of repairs and cleaning in the amount of \$924.

Adelle Guigon
Rental Officer