

IN THE MATTER between **NPRLP**, Applicant, and **JM**, 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 **Hal Logsdon**, Deputy Rental Officer,

BETWEEN:

NPRLP

Applicant/Landlord

-and-

JM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 10, 2019

Place of the Hearing: Yellowknife, Northwest Territories, via teleconference

Appearances at Hearing: KB, representing the Applicant
IA, representing the Applicant

Date of Decision: July 12, 2019

REASONS FOR DECISION

The Respondent was personally served with a filed application and notice of attendance but failed to appear at the hearing. The hearing was held in her absence.

The tenancy agreement was made in writing for a term ending on August 31, 2019. The Applicant testified that the tenant's first name was incorrectly spelled on the agreement and provided the proper spelling of her name. The order shall reflect the amended spelling. The tenancy agreement acknowledged the payment of \$1,900 for a security deposit but the date of payment was incorrect. The Applicant testified that the correct payment date was August 9, 2018.

The Applicant testified that the Respondent moved out of the premises on June 07, 2019, ending the tenancy agreement. The security deposit and accrued interest were retained by the Applicant. A move-out statement provided in evidence indicates a balance owing to the Applicant of \$4,925.60. The Applicant also provided a ledger which indicated the same balance of \$4,925.60 owing to the landlord. The Applicant sought that amount in relief.

Rent Arrears

I find the accounting of the rent to be in order. The ledger and move-out statement indicate that there were rent arrears as at June 7, 2019, in the amount of \$7,583. A credit of \$1,456.67 was applied by the Applicant with respect to the Respondent's partial occupancy of the premises in June bringing the balance to \$6,126.33.

Repairs and Cleaning

A check-in/check-out inspection report was provided by the Applicant indicating the condition of the premises at the commencement of the tenancy and at the end of the tenancy. Photographs of the premises at the end of the tenancy were also provided in evidence. The inspection report indicates that extensive cleaning was required, including the carpets in three bedrooms. The Applicant testified that many personal items, unwanted and of little value, were removed and taken to the landfill.

A purchase order provided in evidence by the Applicant indicated that a contractor provided general cleaning, steam cleaning of the carpets, and removal of garbage and furniture for total cost of \$630. The Applicant's ledger and check-out report list cleaning, carpet steam cleaning, and garbage removal charges of \$700. The Applicant testified that the lower figure of \$630 was the actual amount paid for the services.

The Applicant testified that the Respondent failed to remove her satellite dish upon vacating the premises. The Applicant rented a zoom boom to remove the dish costing \$262.50. This cost does not appear on the check-out report or the ledger.

I find the cleaning costs (\$630) and repair costs (\$262.50) to be reasonable.

Security Deposit and Interest

I find the security deposit held by the Applicant to be \$1,900 as per the tenancy agreement and find the accrued interest to be \$0.79.

Applying the retained security deposit and accrued interest first to the cleaning and repair costs, I find rent arrears in the amount of \$5,118.10.

Security deposit	(\$1,900.00)
Interest on deposit	(0.79)
Cleaning	630.00
Dish removal	262.50
Rent arrears	<u>6,126.33</u>
Amount owing Applicant	\$5,118.04

An order shall issue requiring the Respondent to pay the Applicant rent arrears in the amount of \$5,118.04.

Hal Logsdon
Deputy Rental Officer