

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

TK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 10, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: CDL, representing the Applicant

Date of Decision: March 10, 2020

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the Applicant/Landlord against TK as the Respondent/Tenant was filed by the Rental Office January 21, 2020. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondent by email deemed received February 7, 2020, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The Applicant alleged the Respondent had failed to pay rent and had accumulated rental arrears. An order was sought for payment of the rental arrears, termination of the tenancy agreement, and eviction.

A hearing was held March 10, 2020, in Yellowknife. CDL appeared representing the Applicant. TK was served notice of the hearing by email deemed received February 7, 2020. 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 *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was presented establishing that a residential tenancy agreement had been entered into between the parties commencing November 1, 2019, for a fixed-term to October 31, 2020. The Respondent vacated the rental premises without proper notice, effectively ending the tenancy as of January 30, 2020. Consequently, the Applicant's representative withdrew their request for termination and eviction orders, and amended their request to include not only an order for payment of rental arrears but also an order for payment of costs for cleaning. 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 Respondent's rent account. Rent was established at \$1,650 per month. The charging of rent for February 2020 was allowed given the Respondent did not give the Landlord notice of his intention to vacate the rental premises and the Landlord was unable to re-rent the premises until March 1, 2020. Late payment penalties were calculated in accordance with the Act. The last payment received against the rent account was recorded November 1, 2019, in the amount of \$2,475 (including the security deposit of \$825). The security deposit was retained by the Applicant against the accumulated rental arrears.

The lease ledger included an additional charge of \$1,650 on January 30, 2020, for “Adhoc - Breaking of Lease”. Such a charge is not permitted under the Act as it constitutes a penalty. The amount of \$1,650 was deducted from the lease ledger balance.

I am satisfied the adjusted lease ledger accurately reflects the current status of the Respondent’s rent account. I find the Respondent has accumulated rental arrears in the amount of \$2,696.

Cleaning

The Applicant’s representative testified that when the Respondent vacated the rental premises he had left several items behind and had not cleaned the premises. The Applicant contacted the Respondent February 5, 2020, and offered one last opportunity for him to retrieve any of the items left behind from the rental premises. The Respondent told the Applicant that they could dispose of all the remaining items.

The entry and exit inspection reports were entered into evidence and confirmed that the rental premises was full of furniture and other items. The report documented that seven truckloads were required to remove and dispose of the items to the landfill, and that it took one house cleaner one full day to clean the premises. Including the admin fee and GST, the Applicant charged the Respondent \$1,560 for the required removal, disposal, and cleaning costs.

I am satisfied the Respondent failed to return the rental premises to the Applicant at the end of the tenancy in an ordinary state of cleanliness. I find the Respondent liable to the Applicant for costs of removal, disposal, and cleaning in the amount of \$1,560.

Orders

An order will issue requiring the Respondent to pay rental arrears in the amount of \$2,696 (p. 41(4)(a)) and requiring the Respondent to pay costs of cleaning in the amount of \$1,560 (p. 45(4)(d)).

Adelle Guigon
Rental Officer