

IN THE MATTER between **VT**, Applicant, and **GARMC**, 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 **Janice Laycock**, Rental Officer,

BETWEEN:

VT

Applicant/Landlord

-and-

GARMC

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 17, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: VT, representing the Applicant

Date of Decision: June 17, 2020

REASONS FOR DECISION

An application to a rental officer made by VT as the Applicant/Landlord against GARMC as the Respondent/Tenant was filed by the Rental Office on May 11, 2020. 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 email on June 5, 2020, and deemed served June 8, 2020.

The Applicant claimed the Respondent had rental arrears and had agreed to vacate the rental premises on April 30, 2020. An order was sought for payment of the rental arrears. In their reasons for the application, the Applicant also stated that there may be other claims after the final inspection was carried out. On June 1, 2020, the Applicant provided the Rental Office and the Respondent with additional information relating to the rental arrears, the security deposit, and costs to refill the fuel tank and clean the unit after the tenancy was terminated.

A hearing was held June 17, 2020, by three-way teleconference. Appearing at the hearing were Janice Laycock, Rental Officer, and VT as the Applicant. No one appeared for the Respondent. As the Respondent failed to appear after receiving sufficient notice, the hearing proceeded in their absence under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The Applicant testified and evidence was provided establishing a residential tenancy agreement between the parties beginning on December 1, 2019, and ending when the Respondent vacated the rental premises on April 30, 2020. The tenancy agreement was terminated by agreement between the Applicant and the Respondent.

I am satisfied that a valid tenancy agreement was in place and that this tenancy was terminated by agreement of both parties on April 30, 2020, in accordance with the Act.

Rental arrears

According to the tenancy agreement, the monthly rent was \$2,000 due at the beginning of each month. According to the Landlord's accounting of monthly charges and payments received during the five-month tenancy, the Respondent paid a total of \$4,700 (\$2,700 towards their rent and \$2,000 for the security deposit). At the end of their tenancy the Respondent's owed \$7,300 in rental arrears.

I am satisfied that the Applicants accounting accurately reflects the status of the Respondent's rental account and I find the Respondent had rental arrears at the end of her tenancy totalling \$7,300.

Cleaning

At the hearing the Applicant reported that they did not complete either an entry or exit inspection report as required under sections 15 and 17.1 of the Act. The Applicant was advised that the Landlord is required to give the tenant reasonable opportunities to participate in the inspection and then prepare a report of the inspection, and provide that report to the Tenant so that they have an opportunity to comment on it and sign it if they choose. These reports provide both the Tenant and the Landlord with a helpful record of the condition of the unit and can be very helpful if there is a dispute. Under subsection 18(5) of the Act, these inspection reports are required if the Landlord wants to retain any amount of a security deposit for repairs of damages.

Although an inspection report was not completed, steps were taken by the Applicant to do a walk through with the Respondent at the end of the tenancy. Entered as evidence is an email dated May 3, 2020, to the Respondent saying they had made several attempts to contact them with no success and planned to do a walkthrough of the unit on Monday, May 4, 2020. The Respondent did not reply to this email, and an inspection of the unit was carried out on May 4, 2020.

According to the evidence, after the walk through the Applicant sent the Respondent another email on May 5, 2020, letting them know that on entering the rental premises they found damage to the property, that garbage had been left behind, and that food had been left in the fridge. The Applicant also provided an estimate of the work require to clean the premises, including 5 dump runs. The Applicant requested that the Respondent reply to them within 24 hours or they would start clean up at the Respondent's cost. No response was received and the Applicant again contacted the Respondent on June 1, 2020, with details of the work required to clean up the unit: 10 hours' labour at \$30 per hour, \$150 in materials, and 6 dump runs at \$10 per load, for a total of \$510 to clean the premises.

At the hearing the Applicant testified that there were many bags of garbage left in the unit, the fridge had rotting food in it, there was blood on the floor, and all of the rooms required cleaning. The Applicant also testified that there were personal items left in the unit and damages to the unit, but they were only claiming for their time cleaning.

I advised the Applicant that under section 64 of the Act where a Tenant has vacated the rental premises and left behind personal property a Landlord may dispose of the property if it is considered worthless or unsanitary, otherwise they must complete an inventory of the property and send it to the Rental Office and the Respondent. The Applicant testified that the items were in their opinion either worthless or unsanitary, except for a mattress that was being stored and would be provided to the Respondent if they wished.

I am satisfied the Applicant's claim for cleaning of \$510 is reasonable considering their testimony of the condition of the unit. I find the Respondent liable to the Applicant for the costs of cleaning in the amount of \$510.

Additional obligation - fuel

Under section 5 of the written tenancy agreement, the Respondent was responsible for filling the fuel tank at the end of their tenancy. The Applicant testified that the Respondent did not fill the tank and it cost \$570.44 to fill it after the Respondent vacated the unit. A copy of the invoice for this amount was provided as evidence.

I am satisfied the Respondent failed to comply with their obligation to refill the fuel tank at the end of the tenancy. I find the Respondent liable to the Applicant for costs to refill the fuel tank in the amount of \$570.44.

Security deposit

According to the evidence, the Respondent paid their security deposit in two payments: one payment of \$900 at the beginning of the tenancy and another payment of \$1,100 in January 2020. An email was sent to the Respondent by the Applicant on June 1, 2020, detailing rental arrears, costs for refilling the fuel tank, and costs for cleaning. That statement did not include information on the security deposit, nor was the security deposit returned to the Respondent.

Under subsection 18(7) of the Act, a Landlord who intends to withhold all or a portion of a security deposit shall, within 10 days after the day a Tenant vacates, give written notice of that intention and return any balance. Also, under section 16 of the Act, the security deposit must include interest calculated in accordance with the *Residential Tenancies Regulations* (the Regulations).

Interest on the security deposit amounts to \$0.41, resulting in a total returnable security deposit of \$2,000.41. When this amount is deducted from the rental arrears, the resulting balance of rental arrears owed by the amounts to \$5,299.59.

Orders

An order will be issued:

- requiring the Respondent to pay to the Applicant rent owing in the amount of \$5,299.59 (p. 41(4)(a));
- requiring the Respondent to pay to the Applicant costs for cleaning the rental premises in the amount of \$510 (p. 45(4)(d)); and
- requiring the Respondent to pay to the Applicant costs for refilling the fuel tank in the amount of \$570.44 (p. 45(4)(d)).

Janice Laycock
Rental Officer