

IN THE MATTER between **PHA**, Applicant, and **LM**, 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**, Rental Officer,

BETWEEN:

**PHA**

Applicant/Landlord

-and-

**LM**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 11, 2020

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** AA, representing the Applicant

**Date of Decision:** August 13, 2020

### **REASONS FOR DECISION**

The Respondent's name is spelled differently on the application to rental officer and other filed documents. This order shall reflect the spelling of the Respondent's name as it appears on the tenancy agreement.

The Respondent was served with a notice of attendance sent by registered mail. The delivery of the notice to the Respondent's address was confirmed by Canada Post but there is no confirmation of signature. In my opinion, it is not unreasonable to deem the notice served. The Respondent failed to appear at the hearing and the hearing was held in their absence.

The monthly tenancy agreement between the parties was made in writing and commenced on December 20, 2019. The monthly rent for the premises was \$1,300 and the Tenant was obligated to pay for electricity during the term of the agreement. There was no security deposit included in the agreement but the Applicant testified that a security deposit of \$1,300 was collected on January 17, 2020.

The Applicant served a "Notice of Early Termination" for repeated disturbances on April 14, 2020, seeking vacant possession on April 27, 2020. The Respondent vacated the premises on May 5, 2020, ending the tenancy agreement.

#### *Rent arrears*

The Applicant alleged the Respondent failed to pay rent for the months of March, April, and five days in May, totalling \$2,809.68

March	\$1,300.00
April	1,300.00
May (prorated)	<u>209.68</u>
Total	<u>\$2,809.68</u>

An aged account detail was provided in evidence.

#### *Electricity*

The Applicant alleged that the Respondent had failed to establish an account with the supplier of electricity. The monthly charges continued to be charged to the Applicant who, in turn, billed the Respondent. The Applicant testified that the electricity charges for February, March, and April had not been paid by the Respondent, totalling \$139.13.

February	\$44.75
March	44.35
April	<u>50.03</u>
Total	<u>\$139.13</u>

Copies of the electrical bills were provided in evidence

#### *Cleaning and repairs*

The Applicant completed a check-out inspection of the premises on May 8, 2020. The Respondent was not present. There was no check-in inspection at the commencement of the tenancy. The check-out inspection notes that most wall and floor surfaces were dirty, neither the kitchen or bathroom were clean, including fixtures and appliances, and the carpet was stained.

The Applicant alleged the Respondent had failed to return the keys to the premises and that a locksmith was required to re-key the locks. An invoice for the services of the locksmith in the amount of \$126 was provided in evidence.

The Applicant provided an invoice for carpet cleaning in the amount of \$194.95. The Applicant noted that article 22 of the tenancy agreement obligated the Tenant to have the carpets professionally cleaned at the termination of the agreement.

The Applicant provided an invoice for general cleaning of the premises in the amount of \$411.60 representing 11.20 person-hours of cleaning.

#### *Findings*

I find the Landlord's accounting of rent and electricity to be in order. I find the Respondent in breach of their obligation to pay the full amount of rent and their obligation to pay for electricity during the term of the tenancy. I find the rent arrears to be \$2,809.68 and the electricity charges paid on behalf of the Respondent to be \$139.13.

In my opinion, the check-out inspection report supports the need for the requested cleaning costs with the exception of the carpet cleaning. Subsection 45(2) of the Act sets out a Tenant's responsibility for cleanliness:

*45. (2) A tenant shall maintain the rental premises and all services and facilities provided by the landlord of which the tenant has exclusive use in a state of ordinary cleanliness.*

Notwithstanding the additional obligation concerning carpet cleaning contained in article 22 of the tenancy agreement, such obligations may not contradict or substantially alter an obligation set out in the Act. As well, there is no evidence that the carpets were not reasonably clean at the termination of the tenancy agreement or that the noted staining was not present at the commencement of the tenancy. The compensation for the carpet cleaning is, therefore, denied.

#### *Orders*

Applying the security deposit and accrued interest to the rent arrears, an order shall issue requiring the Respondent to pay the Applicant rent arrears of \$1,509.48, electricity costs of \$139.13, and cleaning and repair costs of \$537.60, calculated as follows:

Security deposit	(\$1,300.00)
Interest	(0.20)
Rent arrears	<u>2,809.48</u>
Total rent	<u>\$1,509.48</u>
Total electricity costs	<u>\$139.13</u>
Locksmith costs	\$126.00
Cleaning costs	<u>411.60</u>
Total	<u>\$537.60</u>

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Hal Logsdon  
Rental Officer