

IN THE MATTER between **NPRLP**, Applicant, and **CD**, 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:

**NPRLP**

Applicant/Landlord

-and-

**CD**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>October 6, 2020</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>CDL, representing the Applicant</b>
<b><u>Date of Decision:</u></b>	<b>October 12, 2020</b>

### **REASONS FOR DECISION**

The Respondent was served with a filed application and notice of attendance sent by email. The Respondent failed to appear and the hearing was held in his absence.

The written tenancy agreement between the parties was made for a term ending on October 31, 2017, and renewed on a monthly basis. The Applicant held a security deposit of \$695. The parties conducted a check-in inspection at the commencement of the tenancy.

The tenancy was terminated by the Tenant's notice and the premises were vacated on August 31, 2020.

The Applicant conducted an inspection of the premises at the termination of the tenancy. The Respondent was not present. A copy of the inspection report was provided in evidence. The Applicant retained the security deposit and provided a final statement of account which indicated a balance owing to the Landlord of \$3,203.23 calculated as follows:

Security deposit	(\$695.00)
Interest on deposit	(0.95)
Rent arrears	3,179.18
Cleaning	450.00
Removal of goods	150.00
Administration fee	90.00
GST	<u>30.00</u>
Amount due Landlord	<u><u>\$3,203.23</u></u>

I find the statement in order with regard to rent and I find rent arrears of \$3,179.18.

The check-out inspection report simply marks each area with a code indicating that the item requires cleaning. Almost all areas are marked "requires cleaning (charges)". No photographs were provided and the Applicant's representative had no direct knowledge of the condition of the premises. One note on the inspection report stated "full clean". No invoice or work order was provided to indicate the cost of cleaning the premises. In my opinion, the documentation provided is not sufficient to justify the cleaning charges.

The Applicant was unable to indicate what goods were removed from the premises or if the goods had any value. Unless personal property is deemed to have no value or is unsafe or unsanitary to store, the *Residential Tenancies Act* (the Act) requires that a Landlord remove and store the goods and provide an inventory to the Tenant and a Rental Officer.

64. (1) *Unless a Landlord and tenant have made a specific agreement providing for the storage of personal property, where a tenant leaves personal property in a rental premises or residential complex that the tenant has vacated or abandoned, the Landlord may remove the personal property and, on removal, shall store and dispose of the personal property in accordance with this section.*

(2) *Where a Landlord has good reason to believe that an item of personal property removed under subsection (1)*

*(a) would be unsanitary or unsafe to store, or*

*(b) is worthless,*

*the Landlord may dispose of the item.*

Having no evidence that the goods were worthless, the deduction for the removal of goods is denied.

I assume the administration fee and GST are applied to the costs of cleaning and the goods removal. Since these two charges are denied, the fee and GST are not applicable.

The Applicant is entitled to retain the security deposit for arrears of rent. Applying the security deposit and interest to the rent arrears, I find a balance of rent due to the Applicant in the amount of \$2,483.23 calculated as follows:

Security deposit	(\$695.00)
Interest on deposit	(0.95)
Rent arrears	<u>3,179.18</u>
Amount due Applicant	<u><u>\$2,483.23</u></u>

An order shall issue requiring the Respondent to pay the Applicant \$2,483.23.

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Hal Logsdon  
Rental Officer