

IN THE MATTER between **YA and NG**, Applicants, and **AS**, 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:

YA and NG

Applicants/Landlords

-and-

AS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 4 and May 18, 2022

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: NG, representing the Applicant
AS, the Respondent

Date of Decision: May 18, 2022

REASONS FOR DECISION

An application to a rental officer made by YA and NG as the Applicants/Landlords against AS as the Respondent/Tenant was filed by the Rental Office April 6, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the Respondent April 12, 2022.

The Applicant alleged the Respondent had failed to pay rent, had accumulated rental arrears, and had left the rental premises in an unclean condition. An order was sought for payment of the rental arrears and payment of the costs for cleaning.

The hearing was commenced on May 4, 2022, by three-way teleconference. NG appeared as the Applicant and on behalf of YA. AS appeared as the Respondent. The hearing was adjourned pending supplementary evidence and continued May 18, 2022, by three-way teleconference. NG appeared as the Applicant and on behalf of YA. AS was served with notice of the rescheduled hearing by email deemed received May 15, 2022, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations). The Respondent did not appear at the rescheduled hearing, nor did anyone appear on the Respondent's behalf. The hearing continued in the Respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties commencing September 11, 2021. The Tenant vacated the rental premises, ending the tenancy April 30, 2022. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Rental arrears and security deposit

Initially the parties disagreed on the amount of security deposit paid and the value of the monthly rent. Evidence was presented and ultimately the parties agreed that the Respondent had paid a security deposit of \$1,500 in two \$750 installments received September 1st and September 23rd, and that the monthly rent was \$1,700.

The Applicant claimed the Respondent refused to pay the rent for April. The Respondent did not dispute this claim, admitting that he intended to pay the rent upon his return from a medical trip in early April but then decided not to pay it when he was given a 10-day notice to terminate the tenancy. The Respondent acknowledged the rental arrears of \$1,700.

The Applicant retained the security deposit against the rental arrears, but did not account for the required interest on the security deposit. My calculation of that interest is \$0.09. After deducting the total security deposit of \$1,500.09 from the rent owing for April, I find the Respondent has a remaining balance of rental arrears of \$199.91.

Cleaning

Both parties provided their own videos of their respective walk throughs of the rental premises showing the condition when the Respondent vacated. The Respondent's video shows cleaning being done from a superficial vantage point. The Applicant's video shows the superficial cleaning as well, but goes deeper showing: stains on the bottom of the refrigerator frame; crumbs, hair, and small debris on the floor, the baseboards, the bathtub, the toilet, and under the couch cushions; grease and oil on the range top and cutting board; unwiped counter tops next to and on top of the refrigerator; and that the walls and floor behind the refrigerator had not been cleaned. Additionally, a bed frame, TV, and blanket were left behind by the Respondent which the Applicant duly disassembled and placed in storage. This is not to say that the Respondent did not clean the premises before leaving; Rather the Respondent did not clean sufficiently to return the premises to an ordinary state of cleanliness.

The Applicant acknowledged the level of uncleanness was relatively minor and the amount she claimed for compensation of \$120 reflects that.

I am satisfied the rental premises was not returned to the Applicants' possession in an ordinary state of cleanliness, and I am satisfied that the amount claimed for compensation is reasonable. I find the Respondent liable to the Applicant for costs to clean the premises in the amount of \$120.

Order

An order will issue requiring the Respondent to pay rental arrears and cleaning costs in the total amount of \$319.91.

Adelle Guigon
Rental Officer