

IN THE MATTER between **6165 NL**, Applicant, and **JC**, 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, regarding a rental premises located within the **city of Yellowknife, in the Northwest Territories**.

BETWEEN:

**6165 NL**

Applicant/Landlord

-and-

**JC**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 14, 2023

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

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

**Date of Decision:** June 14, 2023

### **REASONS FOR DECISION**

An application to a rental officer made by 6165 NL as the Applicant/Landlord against JC as the Respondent/Tenant was filed by the Rental Office May 2, 2023. 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 served May 10, 2023.

The Applicant claimed the Respondent had rent owing and persons permitted to enter the rental premises were smoking and were disturbing other tenants. An order was sought for payment of rent owing, termination of the tenancy agreement, and eviction.

A hearing was scheduled for June 7, 2023, by teleconference. This hearing was rescheduled at the request of the Applicant, and was held on June 14, 2023 by teleconference. CT appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent was provided sufficient notice of the hearing by email, deemed served on May 13, 2023, the hearing proceeded in their absence as provided for in subsection 80(2) of the *Residential Tenancies Act* (the Act).

Prior to the hearing, the Applicant provided to the Rental Office and the Respondent updated information that the Respondent had terminated their tenancy on April 30, 2023, had outstanding rental arrears, and was responsible for repair of damages and cleaning.

#### *Tenancy agreement*

Evidence was presented establishing a written residential tenancy agreement between 6165 NL (CT) and CO for the period July 15, 2022 to June 30, 2023. With the agreement of the Applicant, this tenancy was assigned to JC on November 1, 2022. The rent was \$1,580 per month.

The Respondent had previously asked for approval to assign their tenancy to another tenant, but the Applicant had denied this assignment. The Respondent then provided notice to the landlord and terminated their tenancy on April 30, 2023.

As their tenancy was for a fixed term to June 30, 2023, under subsection 51(1) of the Act, the earliest they could terminate their tenancy by notice alone was June 30, 2023. However, under section 50 of the Act, a landlord and tenant may agree in writing, after a tenancy agreement has been made, to terminate the tenancy on a specified date. At the hearing, the Applicant testified they agreed to the termination date and were not interested in compensation for lost rent, but did want payment of rental arrears and damages.

I am satisfied that a valid tenancy agreement was in place in accordance with the Act and the tenancy was terminated on April 30, 2023.

*Rental Arrears*

According to the statement dated June 7, 2023, and provided as evidence, the Respondent owed \$1,200 at the end of their tenancy. The Applicant testified that the Respondent told them they didn't have to pay their full rent because their security deposit could be applied against the rent owing.

Under subsection 41(1) of the Act, a tenant is responsible for paying their rent when due. According to the tenancy agreement, the Respondent was responsible for paying their full rent for April on the 1<sup>st</sup> day of the month. By only paying partial rent of \$380, they were in breach of the Act, and I find at the end of their tenancy had rent owing totalling \$1,200.

*Tenant damages and cleaning*

Under section 42 of the Act, the tenant is responsible for repair of damages to the rental premises and under subsection 45 the tenant shall maintain the rental premises in a state of ordinary cleanliness. The Applicant has made a claim for repair of damages and cleaning at the termination of the Respondent's tenancy totalling \$641.50. This claim is supported by photographs of the condition of the unit and receipts, as well as an entry inspection report. No exit inspection was carried out.

The claim includes the following:

- \$173.25 - keys were not returned and the locks had to be changed (re-keyed). This charge is supported by a receipt from the locksmith.
- \$173.25 - cleaning carpets. This charge is supported by a receipt. The Applicant testified that under the tenancy agreement (Appendix B, 9P) it is the responsibility of the tenant to clean the carpets at the end of the tenancy. This was not done and cleaning was necessary because the Respondent had permitted guests to smoke in the rental premises, which are smoke-free, and the carpets required cleaning to remove the smell.
- \$178.50 - cleaning of apartment. This charge is supported by a receipt for cleaning and photos showing the condition of the rental premises demonstrating the need for cleaning the stove, fridge, and other areas of the rental unit.
- \$16.50 - dump run. This charge is for the fee to drop garbage collected at the apartment, at the dump, and is supported by a receipt.

I find these charges reasonable and supported by evidence. I find the Respondent is responsible for costs to repair damages and cleaning totalling \$541.50. The Applicant also claimed \$100 for the cost to file an application to the Rental Office. I denied this claim, explaining that this fee is considered part of the cost of doing business and is not provided for in the Act.

#### *Security deposit*

Under section 18 of the Act, the landlord is required to return the security deposit or if they wish to retain all or part of the deposit for payment of rental arrears or repair of damages, they shall provide written notice to the tenant within 10 days. In this case, on June 7, 2023, the Applicant provided, to the Rental Office and the Respondent, a statement of the security deposit with interest totalling \$1,200.33, rent owing totalling \$1,200, and a statement of costs for repair of damages and cleaning totalling \$541.50 (not including claim for refund of application filing fee of \$100).

Under subsection 18(5) of the Act, a landlord may not retain any amount of a security deposit for repair of damages if they have failed to complete both an entry and exit inspection and provide a copy to the tenant. In this case, the Applicant did not complete an exit inspection. However, under the Act, the Applicant can claim the amount owing for rental arrears of \$1,200 against the security deposit, leaving a balance of thirty-three cents in interest remaining of the security deposit.

#### *Orders*

Rather than order the return of 33 cents, representing the remaining amount of the security deposit, and order payment of \$541.50 for repair of damages and cleaning, I have reduced the amount of the order for repair of damages and cleaning by 33 cents to \$541.17.

An order will issue requiring the Respondent to pay to the Applicant \$541.17 for repair of damages and cleaning (p. 42(3)(e) and p. 45(4)(d)).

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Janice Laycock  
Rental Officer