

IN THE MATTER between **KKR and AR**, Applicants, and **KL**, 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:

**KKR and AR**

Applicants/Landlords

-and-

**KL**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>April 10, 2024</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>KKR and AR, representing the Applicant KL, Respondent</b>
<b><u>Date of Decision:</u></b>	<b>April 10, 2024</b>

### **REASONS FOR DECISION**

An application to a rental officer made by KKR and AR as the Applicants/Landlords against KL, CF and RA as the Respondents/Tenants was filed by the Rental Office January 19, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was deemed served on the Respondents by email on March 14, 2024.

The Applicant claimed the Respondents had failed to pay their rent when due and at the end of their tenancy had rent owing, and were responsible for payment of outstanding utilities, and costs to repair damages. An order was sought for payment of rental arrears, outstanding utilities and payment of costs to repair damages.

A hearing was held on April 10, 2024, by three-way teleconference. KKR and AR appeared as the Applicants. KL appeared as a Respondent. The remaining Respondents did not appear nor did anyone appear on their behalf. As the Respondents were provided sufficient notice, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

I adjourned the hearing to a later date pending further information from the Applicants regarding other damages to the rental premises as a result of a freeze up.

#### *Preliminary issues*

Under subsection 68(1), an application by a landlord or tenant must be made within six months of the breach of an obligation of the Act. Under subsection 68(3) a rental officer may extend the time for making the application where the rental officer is of the opinion that is in not unfair to do so. The Applicants testified that they initiated the application November 1, 2023, but due to issues with their payment, it was not filed by the Rental Office until January 2024.

I agreed to extend the date for making the application considering the circumstances and that Respondent, KL, had no objections to proceeding, apologizing to the Applicants for the issues with her tenancy.

#### *Tenancy agreement*

The Applicants provided as evidence a copy of the residential tenancy agreement between AR and KKR/Landlord and KL and CF/Tenants, for the period November 4, 2022, to May 31, 2023. Rent was \$2,800 per month.

At the hearing KL testified that although they had intended to share the rental unit, CF had not resided at the rental premises, and she alone was responsible for the tenancy agreement. At her request, a revised tenancy agreement was developed with her alone but was not signed off or provided as evidence. She further testified that although RA resided at the rental premises she was not a party to the tenancy agreement. The Applicants did not disagree with the her testimony.

Based on the testimony at the hearing I found that the tenancy agreement was a sole tenancy with KL alone. The style of cause of this order and reasons is amended accordingly, further references to the Respondent are to KL alone.

The Applicants and the Respondent agreed that the tenancy was terminated April 14, 2023, after the Respondent vacated the rental premises and the Applicants regained possession.

I am satisfied that a valid sole tenancy agreement was in place between the parties in accordance with the Act and find the tenancy was terminated on April 14, 2023.

#### *Rental arrears*

According to the testimony of the Applicants, at the end of the tenancy the Respondent owed rent for March and April 2023, totalling \$5,600. The Respondent agreed with this accounting and had asked the Applicants to apply her security deposit of \$2,800 against the rental arrears. The Applicants confirmed that the Respondent had fully paid the security deposit of \$2,800, they had not provided the Respondent with a statement (subsection 18(7)) and were unwilling to make decision to retain the security deposit for rental arrears prior to this hearing.

I am satisfied that at the end of their tenancy the Respondent was responsible for rental arrears owing for March and April 2023, in the amount \$5,600. When the security deposit of \$2,800 and interest calculated of \$0.14, is applied against the rental arrears, I find the Respondent is responsible for payment of outstanding rental arrears totalling \$2,799.86.

#### *Obligations - utilities*

The Applicants testified the Respondent had not paid their electrical bill and according to a notice of disconnect dated April 4, 2024, the power was disconnected on April 4, 2023, and the Respondent owed Northland Utilities \$1,199. A copy of the Notice of Disconnected Electrical Service was provided as evidence.

The Respondent testified that they were aware they were responsible for this amount, but this was a dept owing to Northland Utilities and not to the Applicants. The Applicants agreed this was the case.

Based on the evidence and testimony I find the Respondent is not responsible for payment of outstanding utilities to the Applicants, no order shall issue.

*Tenant damages*

In the application the Applicants testified that at the end of their tenancy the Respondent was responsible for damages and cleaning. They testified the Respondent had not cleaned the unit, were responsible for damages to the furniture and to the exterior doors requiring replacement of hardware, and they were also responsible for associated damages as a result of the power disconnect April 4, 2023. They provided photos and invoices as evidence. At the hearing I asked if an entry and exit inspection had been carried out. The Applicants stated that inspections had been completed but the report was not provided with the application.

In their application the Applicants claimed costs for cleaning and repair of damages totalling \$1,662.08 including:

- \$472.50 - steam clean carpets - copy of invoice SimplyDaBest Carpet Cleaning provided;
- \$173.25 - troubleshoot and repair issues in electrical panel as a result of power disconnect - copy of invoice Independent Electrical Services provided;
- \$205.73 - to replace valve on water meter after freeze up - copy of City of Yellowknife invoice provided, along with photo of part; and
- \$810.60 - to replace deadbolts and knobsets for two doors - copy of invoice from Ollerhead NWT Locksmithing Ltd. Inukshuk Glass, and photos showing condition of doors was provided.

The Respondent testified that when they left the rental unit in March 2023 to go to Edmonton, they had cleaned the rental unit and it was in good condition, and they thought they had arranged for a friend to look after the rental unit. The Respondent acknowledged that it was clear that hadn't happened and apologized to the Applicants for the condition of the rental unit when they took possession in April 2023. The Respondent took responsibility for the condition of the rental unit and agreed with the claim for cleaning and repair of damages totalling \$1,662.08.

I am satisfied based on the evidence and testimony that the Respondent is responsible for the claimed costs and they are reasonable. I find the Respondent in breach of their obligations under the Act and will order payment of costs for repair and cleaning totalling \$1,662.08.

At the hearing the Applicants testified that they have been dealing with other damages from the freeze-up of the rental unit in April 2023, working with a contractor and with their insurance company. They wished to provide further information relating to this application in order to claim costs for repairs after the freeze-up that are not covered by their insurance. I agreed to adjourn hearing the Applicants' claim for these damages to a later date. .../5

*Orders*

An order will issue:

- requiring the Respondent to pay rental arrears owing in the amount of \$2,799.86 (p. 41(4)(a)); and
- requiring the Respondent to pay costs for repair of damages and cleaning in the amount of \$1,662.08 (p. 42(3)(e) and p. 45(4)(d)).

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Janice Laycock  
Rental Officer