

IN THE MATTER between **Triton Property Management**, Applicant, and **Christean Knott**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **Adelle Guigon**, Deputy Rental Officer, regarding a rental premises within **the city of Yellowknife in the Northwest Territories**.

BETWEEN:

TRITON PROPERTY MANAGEMENT

Applicant/Landlord

- and -

CHRISTEAN KNOTT

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears in the amount of \$1,205.00 (one thousand two hundred and five dollars).
2. Pursuant to section 45(4)(d) of the *Residential Tenancies Act*, the respondent must compensate the applicant for cleaning and utilities costs in the total amount of \$975.11 (nine hundred seventy-five dollars eleven cents).

DATED at the City of Yellowknife in the Northwest Territories this 20th day of July 2015.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Triton Property Management**, Applicant, and **Christean Knott**, 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**, Deputy Rental Officer.

BETWEEN:

TRITON PROPERTY MANAGEMENT

Applicant/Landlord

-and-

CHRISTEAN KNOTT

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	May 27, 2015
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	Paula Smith, representing the applicant
<u>Date of Decision:</u>	July 10, 2015

REASONS FOR DECISION

An application to a rental officer made by Triton Property Management as the applicant/landlord against Christean Knott and Bianca Gallegos-Ramirez was filed by the Rental Office May 6, 2015. The application was made regarding a residential tenancy agreement for the rental premises known as 113 Con Road in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on the respondents May 8, 2015.

The applicant alleged the respondents had accumulated rental arrears, were repeatedly late paying rent, and failed to pay the security deposit. An order was sought for payment of the rental arrears and security deposit, termination of the tenancy agreement, and eviction. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for May 27, 2015, in Yellowknife, Northwest Territories. Ms. Paula Smith appeared representing the applicant. Ms. Christean Knott and Ms. Bianca Gallegos-Ramirez were served notices of attendance by registered mail signed for May 13, 2015. Neither Ms. Knott nor Ms. Ramirez appeared at hearing, nor did anyone appear on their behalf. The hearing proceeded in their absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

A review of the tenancy agreement entered into evidence showed that Ms. Knott had signed the contract and Ms. Gallegos-Ramirez did not. Ms. Knott is therefore the sole tenant to this contract and as such the style of cause for this application is amended to reflect Ms. Knott as the sole respondent.

Ms. Smith testified and provided evidence establishing that Ms. Knott had entered into a fixed-term tenancy agreement for the rental premises known as 113 Con Road in Yellowknife, Northwest Territories, commencing February 1, 2015, and ending June 30, 2015. The tenancy agreement listed the monthly rent at \$2,500, but Ms. Smith confirmed the actual rent charged was \$2,200 per month. An entry inspection report was completed February 1, 2015, with Ms. Knott present. The tenancy agreement specified the tenant is responsible for power, water, and heat, and a security deposit of \$2,200 was required to be paid. Since filing the application to a rental officer the respondent abandoned the rental premises. The applicant completed an exit inspection report on May 22, 2015, when they re-possessioned the rental premises.

As of the hearing date, the respondent had rental arrears in the amount of \$1,100 representing half of the rent for May 2015. Additionally, the applicant applied late payment penalties for the late payment of rents for March, April and May 2015 totalling \$105. The respondent had failed to pay her final water bill in the amount of \$302.19, for which the applicant was compelled to cover. Along with the entry/exit inspection report of the condition of the rental premises, the applicant provided digital photographs of the premises taken at the time of the exit inspection and an invoice for cleaning costs in the amount of \$672.92.

In light of the respondent's abandonment of the rental premises, the applicant withdrew her request for payment of the security deposit, termination of the tenancy agreement, and eviction. Instead she requested an order for payment of the rental arrears and late payment penalties totalling \$1,205 and compensation for cleaning and utilities costs totalling \$975.11.

Tenancy agreement

The tenancy agreement entered into evidence establishes a tenancy between the applicant and Ms. Christean Knott commencing February 1, 2015, for the rental premises known as 113 Con Road in Yellowknife, Northwest Territories. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

Rental arrears and late payment penalties

The applicant provided a rent report reflecting payments received against the respondent's rent account and applied late payment penalties. I am satisfied this report accurately reflects the payments received between February 2 and May 6, 2015. I am satisfied the late payment penalties fall within the maximum allowable under the *Residential Tenancies Regulations* (the Regulations). I find the respondent has accumulated rental arrears in the amount of \$1,100 and late payment penalties in the amount of \$105, for a total amount of rental arrears of \$1,205.

Utilities

Section 5 of the tenancy agreement sets out that the tenant is responsible for the water. Section 45(1) of the tenancy agreement requires a tenant to comply with additional obligations undertaken in a written tenancy agreement. The applicant has provided into evidence proof of their payment of the final water bill for the rental premises in the amount of \$302.19. I find the respondent has failed to comply with her obligation to pay the water bill for the rental premises in the total amount of \$302.19.

Cleaning costs

The entry/exit inspection reports and photographs corroborate the applicant's testimony regarding the condition of the premises at the time of abandonment as having significant amounts of garbage and food left behind, and that cleaning was required throughout the rental premises. Section 45(2) requires tenants to maintain the rental premises in a state of ordinary cleanliness. I am satisfied the respondent failed to comply with their obligation to maintain the rental premises in a state of ordinary cleanliness and I find the respondent liable for the costs of cleaning the rental premises. The costs claimed in the amount of \$672.92 are reasonable.

An order will issue requiring Ms. Christean Knott to pay rental arrears in the total amount of \$1,205 and to compensate the applicant for cleaning costs and unpaid utilities in the total amount of \$975.11.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Applicant's correspondence to respondents dated April 28, 2015
- Exhibit 2: Detail rent report
- Exhibit 3: Tenancy agreement signed February 1, 2015
- Exhibit 4: Applicant's correspondence to respondent dated May 4, 2015
- Exhibit 5: Applicant's invoice dated May 25, 2015
- Exhibit 6: City of Yellowknife utilities receipt dated June 5, 2015
- Exhibit 7: Bluewave Energy invoice dated May 28, 2015
- Exhibit 8: Entry and exit inspection report
- Exhibit 9: Detail rent report
- Exhibit 10: DVD with five photographs