

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Colton Sangris**,  
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,  
regarding a rental premises located within the **city of Yellowknife in the Northwest  
Territories.**

BETWEEN:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**COLTON SANGRIS**

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 \$4,806.08 (four thousand eight hundred six dollars eight cents).
2. Pursuant to sections 42(3)(e) and 45(4)(d) of the *Residential Tenancies Act*, the respondent must compensate the applicant for cleaning and repairs costs in the total amount of \$289.38 (two hundred eighty-nine dollars thirty-eight cents).

DATED at the City of Yellowknife in the Northwest Territories this 4th day of August  
2015.

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Adelle Guigon  
Deputy Rental Officer

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Colton Sangris**,  
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BETWEEN:

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Applicant/Landlord

-and-

**COLTON SANGRIS**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>June 24, 2015</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>Metslal Mesgun, representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>July 31, 2015</b>

**REASONS FOR DECISION**

An application to a rental officer made by NPR Limited Partnership as the applicant/landlord against Colton Sangris as the respondent/tenant was filed by the Rental Office April 22, 2015. The application was made regarding a residential tenancy agreement for the rental premises known as 6228 Finlayson Drive in Yellowknife, Northwest Territories. The applicant served a filed copy of the application on the respondent by email deemed received April 26, 2015, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondent had accumulated rental arrears and sought an order for payment of the rental arrears, termination of the tenancy agreement, and eviction. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for June 24, 2015, in Yellowknife, Northwest Territories. Ms. Metslal Mesgun appeared representing the applicant. Mr. Colton Sangris was sent notice of the hearing by registered mail deemed served June 5, 2015, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act) and by email deemed received June 22, 2015, pursuant to section 4(4) of the Regulations. Mr. Sangris did not appear at hearing, nor did anyone appear on his behalf. The hearing proceeded in his absence pursuant to section 80(2) of the Act.

*Tenancy agreement*

Ms. Mesgun testified and provided evidence that Mr. Sangris entered into a tenancy agreement for the rental premises known as 6228 Finlayson Drive in Yellowknife, Northwest Territories, commencing December 1, 2013. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

*End of tenancy cleaning, repairs, and utilities*

Ms. Mesgun testified that Mr. Sangris had vacated the rental premises on June 2, 2015. He participated in an exit inspection of the rental premises on that date and was subsequently provided with a move out statement which detailed charges for carpet cleaning, repairs, and utilities.

The check-in/check-out inspection reports provided into evidence substantiate the occurrence of pet urine and odour in the second bedroom carpet during the respondent's tenancy. The reports also substantiate the damage to the entrance door frame and a hole in the downstairs hallway entrance wall occurring during the respondent's tenancy. The carpet required steam cleaning to remove the urine and odour, for which the landlord charged the tenant \$100. The repairs to the door frame and hallway wall were charged to the tenant at \$150. Schedule C to the tenancy agreement specifies administration fees charged to the tenant against expenses incurred by the landlord at a rate of 20%. In this case, the landlord charged 15% against the cleaning and repairs costs totalling \$37.50. GST was also charged back to the tenant in the amount of \$1.88. I am satisfied the cleaning and damages are the respondent's responsibility and the costs claimed for cleaning and repair totalling \$289.38 are reasonable.

The applicant claimed \$404.95 to refill the fuel tank. Section 15(d) of the tenancy agreement does specify that the tenant will pay for all utilities, including heating (fuel). However, the check-in inspection report indicates the fuel tank was empty when the tenant moved in. There is no evidence before me confirming who paid to fill the tank at that time. I am not satisfied the tenant is liable to leave a full fuel tank at the end of the tenancy when it appears the tenancy began with an empty fuel tank. The applicant's request for compensation for fuel delivery costs is denied.

*Rental arrears and security deposit*

The resident ledger entered into evidence represents the landlord's accounting of monthly assessed rents, late payment penalties, and payments received against the respondent's rent account. I am satisfied the resident ledger accurately reflects the status of the respondent's rent account and I find the respondent has accumulated rental arrears in the amount of \$6,942.33.

The resident ledger also confirms a security deposit was paid in the amount of \$2,135 against which the landlord calculated interest in the amount of \$1.25. The move out statement previous mentioned confirms the total security deposit of \$2,136.25 was retained against the rental arrears. I am satisfied the total security deposit was retained against the rental arrears in accordance with the Act and the amount of rental arrears will be adjusted accordingly.

*Order*

An order will issue requiring Mr. Colton Sangris to pay rental arrears in the amount of \$4,806.08 and compensation for cleaning and repairs costs in the amount of \$289.38.

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Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Resident ledger dated April 22, 2015

Exhibit 2: Applicant's correspondences to respondent dated: April 10, 2015; January 9, 2015; December 8, 2014; November 12, 2014; August 12, 2014; July 7, 2014; June 3, 2014; April 15, 2014

Exhibit 3: Email conversation between Metslal Mesgun and Colton Sangris dated March 17 to April 9, 2015

Exhibit 4: Residential lease signed October 16, 2013

Exhibit 5: Resident ledger dated June 24, 2015

Exhibit 6: Matonabee Petroleum Ltd. Invoice number 162999 dated June 5, 2015

Exhibit 7: Move out statement dated June 2, 2015

Exhibit 8: Move out inspection report signed June 2, 2015

Exhibit 9: Move in inspection report signed December 1, 2013