

IN THE MATTER between **FORT LIARD SOCIAL HOUSING**, Applicant, and
TIFFANY BERREAUULT AND PHILLIP VITAL, Respondents;

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, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **FORT LIARD, NT.**

BETWEEN:

FORT LIARD SOCIAL HOUSING

Applicant/Landlord

- and -

TIFFANY BERREAUULT AND PHILLIP VITAL

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of seven thousand six hundred fifty nine dollars and ninety nine cents (\$7659.99).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant cleaning costs in the amount of one hundred twenty one dollars and forty one cents (\$121.41).

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of
November, 2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT LIARD SOCIAL HOUSING**, Applicant, and
TIFFANY BERREAUULT AND PHILLIP VITAL, Respondents.

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 **Hal Logsdon**, Rental Officer.

BETWEEN:

FORT LIARD SOCIAL HOUSING

Applicant/Landlord

-and-

TIFFANY BERREAUULT AND PHILLIP VITAL

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 12, 2015
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	Ellen McLeod, representing the applicant
<u>Date of Decision:</u>	November 12, 2015

REASONS FOR DECISION

The respondents were sent Notices of Attendance by registered mail. At the time of the hearing there was no confirmation of delivery but Canada Post confirmed that a notice was left at the respondents' address on October 20, 2015 indicating where the items could be picked up. In my opinion, it is not unreasonable to deem the Notices of Attendance served in accordance with section 71(5) of the *Residential Tenancies Act*. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant stated that the tenancy agreement between the parties was terminated on June 30, 2015. The applicant retained the security deposit (\$700) and the accrued interest (\$0.95) applying it against cleaning labour (\$748.80), cleaning supplies (\$73.56) and rent arrears (\$7659.99) resulting in a balance owing to the applicant of \$7781.40. The applicant sought relief in that amount. The premises are subsidized public housing.

The applicant provided a statement of account which indicated a balance owing of \$7781.40 after the application of the retained security deposit and interest. The applicant also provided copies of the check-out inspection form which indicated that the premises required considerable cleaning after the tenants vacated. Copies of the payments made to the two cleaners and receipts for the cleaning materials were provided.

I find the statement in order and find the respondents in breach of their obligation to pay rent and their obligation to leave the premises in a state of ordinary cleanliness. I find the cleaning costs to be reasonable.

Applying the retained security deposit first to the cleaning costs, I find cleaning costs payable to the applicant of \$121.41 and rent arrears of \$7659.99. An order shall issue requiring the respondents to pay the applicant rent arrears of \$7659.99 and cleaning costs of \$121.41.

Security deposit	(700.00)
Interest	(0.95)
Cleaning supplies	73.56
Cleaning labour	<u>748.80</u>
Net cleaning costs	\$121.41
Rent arrears	<u>7659.99</u>
Total due applicant	\$7781.40

Hal Logsdon
Rental Officer