

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Amanda Bernhardt and Dennis Hoover**, 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, **Adelle Guigon**, Deputy Rental Officer, regarding a rental premises located within the **town of Inuvik in the Northwest Territories**.

BETWEEN:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**AMANDA BERNHARDT and DENNIS HOOVER**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 45(4)(d) of the *Residential Tenancies Act*, the respondents must pay to the applicant rental arrears and costs directly associated with cleaning the rental premises in the total amount of \$3,005.42 (three thousand five dollars forty-two cents).

DATED at the City of Yellowknife in the Northwest Territories this 29th day of February 2016.

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Adelle Guigon  
Deputy Rental Officer

IN THE MATTER between **NPR Limited Partnership**, Applicant, and **Amanda Bernhardt and Dennis Hoover**, Respondents.

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

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BETWEEN:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

-and-

**AMANDA BERNHARDT and DENNIS HOOVER**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>February 25, 2016</b>
<b><u>Place of the Hearing:</u></b>	<b>Inuvik, Northwest Territories, by teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>Aru Vashisht, representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>February 25, 2016</b>

### **REASONS FOR DECISION**

An application to a rental officer made by NPR Limited Partnership as the applicant/landlord against Amanda Bernhardt and Dennis Hoover as the respondents/tenants was filed by the Rental Office December 21, 2015. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The applicant served a copy of the filed application on the respondents by email deemed received January 21, 2016, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondents had been repeatedly late paying rent and accumulated rental arrears. An order was sought 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 February 25, 2016, in Inuvik, Northwest Territories. The rental officer appeared by telephone. Ms. Aru Vashisht appeared representing the applicant. Ms. Amanda Bernhardt and Mr. Dennis Hoover were served notices of attendance by registered mail signed for February 11, 2016. Neither Ms. Bernhardt nor Mr. Hoover 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).

#### *Tenancy agreement*

A written tenancy agreement entered into evidence established that an agreement was made between the parties for the rental premises identified as #111 Lakeview Apartments, at 20 Bootlake Road, in Inuvik, Northwest Territories, commencing September 1, 2015. The monthly rent was set at \$1,200. An entry inspection report signed by Ms. Bernhardt on August 31, 2015, confirms the respondents took occupancy of the rental premises as scheduled. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

The applicant's representative indicated at hearing that since the filing of the application to a rental officer the respondents had in fact vacated the rental premises. An exit inspection report signed by Mr. Hoover on January 11, 2016, confirms the respondents did vacate the rental premises on that date. As such, the applicant withdrew their request for an order to terminate the tenancy agreement and evict the tenants as it is no longer necessary.

*Rental arrears and security deposit*

The resident ledger entered into evidence by the applicant represents the landlord's accounting of the security deposit, monthly rent, late payment penalties, payments made, and cleaning charges against the respondents' rent account.

I am satisfied the late payment penalties have been applied in accordance with the Act and Regulations. I am satisfied the monthly rents and payments made are accurately accounted for in the resident ledger. I am satisfied the respondents have accumulated rental arrears and find those arrears to total \$4,048.

I am satisfied the security deposit has been appropriately retained against the rental arrears, although the applicant failed to account for the interest on the security deposit. The respondents paid the \$1,200 security deposit in two \$600 installments on August 20 and August 27, 2015. The interest calculated to the security deposit to the day the respondents vacated, January 11, 2016, amounts to \$0.08 and will also be applied against the rental arrears. I find the remaining accumulated rental arrears to total \$2,847.92.

*Cleaning*

The exit inspection report signed by Mr. Hoover on January 11, 2016, reflected the cabinets and appliances in the kitchen and bathroom had not been cleaned upon the respondents vacating the rental premises. The landlord claimed costs for cleaning in the amount of \$157.50. I am satisfied the respondent is liable for cleaning costs and find the amount claimed of \$157.50 to be reasonable.

*Order*

An order will issue requiring the respondents to pay to the applicant rental arrears and cleaning costs in the total amount of \$3,005.42.

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Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Resident ledger dated December 7, 2015

Exhibit 2: Tenancy agreement signed August 20, 2015

Exhibit 3: Resident ledger dated February 24, 2016

Exhibit 4: Entry and exit inspection report signed August 31, 2015, and January 11, 2016