

IN THE MATTER between **Wendy Mohr**, Applicant, and **John A. Quitte and Kimberly Romie**, 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**, Rental Officer, regarding a rental premises located within the **city of Yellowknife in the Northwest Territories**.

BETWEEN:

**WENDY MOHR**

Applicant/Landlord

- and -

**JOHN A. QUITTE and KIMBERLY ROMIE**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 45(4)(c) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears in the amount of \$4,285.64 (four thousand two hundred eighty-five dollars sixty-four cents).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent must pay to the applicant costs for cleaning the rental premises in the amount of \$400.00 (four hundred dollars).

DATED at the City of Yellowknife in the Northwest Territories this 25th day of April 2016.

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Adelle Guigon  
Rental Officer

IN THE MATTER between **Wendy Mohr**, Applicant, and **John A. Quitte and Kimberly Romie**, 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,

BETWEEN:

**WENDY MOHR**

Applicant/Landlord

-and-

**JOHN A. QUITTE and KIMBERLY ROMIE**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>April 19, 2016</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>Doug Mohr, representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>April 19, 2016</b>

**REASONS FOR DECISION**

An application to a rental officer made by Wendy Mohr as the applicant/landlord against John A. Quitte and Kimberly Romie as the respondents/tenants was filed by the Rental Office March 2, 2016. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The applicant served a copy of the filed application on the respondents by registered mail signed for March 29, 2016.

The applicant alleged the respondents had accumulated rental arrears and utilities arrears, and failed to clean the rental premises upon vacating. An order was sought for payment of the rental arrears and utilities, and costs for cleaning the rental premises.

A hearing was scheduled for April 19, 2016, in Yellowknife, Northwest Territories. Mr. Doug Mohr appeared representing the applicant. Mr. John A. Quitte and Ms. Kimberly Romie were sent notices of the hearing by registered mail deemed served April 6, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). The notices were also emailed to the respondents and deemed received April 18, 2016, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations). Neither of the respondents appeared at hearing, nor did anyone appear on their behalf. The hearing proceeded in their absence pursuant to section 80(2) of the Act.

*Tenancy agreement*

The applicant provided into evidence a tenancy agreement between Wendy Mohr and Doug Mohr as the landlords and John A. Quitte and Kimberly Romie as the tenants commencing September 18, 2015. The rent was established at \$2,100 per month. Further evidence was presented establishing that the respondents vacated the rental premises on February 1, 2016. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

*Rental arrears and security deposit*

The applicant provided a statement of account into evidence representing the landlord's accounting of monthly rents and payments made against both the rents and security deposit. I am satisfied the statement accurately reflects payments made by the respondents against their rent and security deposit accounts.

The statement corroborates the applicant's allegation that the respondents have been repeatedly late paying the full amount of their rent since October 2015 and by January 27, 2016, had accumulated substantial rental arrears. On January 27<sup>th</sup>, the applicant gave the respondents 10 days written notice to terminate the tenancy agreement on February 6, 2016, pursuant to section 54(1)(g) of the Act for repeatedly failing to pay the full amount of rent when due.

The respondents' complied with the notice to terminate the tenancy by vacating the premises on February 1, 2016. The landlords was made aware of this action when the respondents called them that day about where to leave the keys. The landlords reclaimed possession of the premises after the respondents vacated.

In the application to a rental officer, the applicant claimed rental arrears including February 2016. However, in light of the respondents' compliance with the section 54 notice to terminate, and the landlord's testimony that the applicant had chosen to reside in the premises while repairing/renovating it, I am not satisfied it is appropriate to charge the respondents for February's rent. I am satisfied the respondents repeatedly failed to pay their rent on time and I find they have accumulated rental arrears in the amount of \$3,850.

An inspection of the premises included a check on the propane tank, which showed the tank was in fact empty. The landlords arranged for propane delivery to ensure the premises did not sustain any freeze-up damage. The tenancy agreement and supporting documents acknowledged the propane tank had been filled to 40 percent capacity when the respondents

moved in, and that the respondents were responsible for filling the tank to the same capacity upon vacating. The propane delivery arranged by the landlords on February 2, 2016, ensured the tank was re-filled to 40 percent capacity so that an accurate accounting of the respondents' debt could be assessed. Invoices from the propane delivery company were provided into evidence substantiating the value of the propane delivered to be \$461.79.

On October 9, 2015, the landlords were notified by the City of Yellowknife that the respondents had not yet transferred the utility account to their name. The utility bill for the period from when the respondents moved in September 18<sup>th</sup> to September 30<sup>th</sup> was \$184.54, which the applicant paid. The applicant also provided into evidence a utility account transaction journal for October 31, 2015, to February 5, 2016, confirming that the respondents had transferred the utility account to their name but had failed to make any payments against the utility account. The utilities for October 2015 to January 2016, including penalties, had accumulated to \$839.39. The applicant provided proof the landlords paid those accumulated arrears on March 1, 2016.

I am satisfied the respondents failed to comply with their obligation to pay the utilities and propane costs and I find the respondents have accumulated additional rental arrears in the amount of \$1,485.72.

The respondents were liable to pay a security deposit in the amount of \$2,100, but only paid \$1,050 before the end of their tenancy. The paid security deposit, plus interest of \$0.08, was properly withheld against the accumulated rental arrears and will be accounted for in an order for payment.

#### *Cleaning*

Upon vacating the rental premises, the landlords discovered during the initial exit inspection that the respondents had failed to clean any part of the premises and had left a significant amount of garbage behind. Appliances, walls, floors, windows, etcetera, in all rooms required cleaning, and there were sticky products on the walls which required extra effort to remove.

The landlords cleaned the premises themselves and claimed \$400 as compensation. I am satisfied the claim is reasonable for the amount of work required to clean the premises and I find the respondents liable to compensate the applicant for cleaning costs in the amount of \$400.

*Order*

An order will issue requiring the respondents to pay rental arrears and utilities in the total amount of \$4,285.64 and to pay cleaning costs in the amount of \$400.

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Adelle Guigon  
Rental Officer