

IN THE MATTER between **LYMAR MANAGEMENT LTD.**, Applicant, and **ERIK KRISTENSEN**, 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, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

**LYMAR MANAGEMENT LTD.**

Applicant/Landlord

- and -

**ERIK KRISTENSEN**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of four hundred dollars (\$400.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs of cleaning the premises in the amount of one hundred seven dollars (\$107.00).

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of July, 2003.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **LYMAR MANAGEMENT LTD.**, Applicant, and **ERIK KRISTENSEN**, 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 **Hal Logsdon**, Rental Officer.

BETWEEN:

**LYMAR MANAGEMENT LTD.**

Applicant/Landlord

-and-

**ERIK KRISTENSEN**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** July 8, 2003

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Mary Linn, representing the applicant

**Date of Decision:** July 10, 2003

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance on July 4, 2003 but failed to appear at the hearing. The hearing was held in his absence.

The applicant stated that the respondent had vacated the rental premises on June 01, 2003. The applicant alleged that the respondent had failed to pay the full amount of rent and had failed to leave the premises in a reasonably clean condition. The applicant sought an order requiring the respondent to pay the alleged rent arrears and cleaning costs.

The applicant provided a statement of the rent which indicated a balance owing as at May 1, 2003 of \$800. She testified that since that time the respondent had made one payment of \$400 bringing the balance owing to \$400. I find the rent arrears to be \$400.

The applicant produced an invoice for cleaning in the amount of \$321 which represented 5 hours of cleaning. The applicant stated that employees of her mechanical contracting company were used to clean the premises at \$60/hour. The applicant testified that the premises were left in a very dirty state and actually required more cleaning than she had charged.

The applicant stated that she had no security deposit.

In my opinion, the hourly cleaning charges are excessive. Other property managers in

Yellowknife charge an average of \$20/hour for cleaning. In my opinion, a reasonable charge for five hours of cleaning, including GST is \$107.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord and by failing to leave the premises in a reasonable state of cleanliness. An order shall be issued requiring the respondent to pay the applicant rent arrears and costs related to cleaning in the total amount of \$507.

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Hal Logsdon  
Rental Officer