

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **DARLENE NUKIK**, 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:

**809656 ALBERTA LTD.**

Applicant/Landlord

- and -

**DARLENE NUKIK**

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 two hundred seventy seven dollars (\$277.00).

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of September, 2003.

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Hal Logsdon  
Rental Officer

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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:

**809656 ALBERTA LTD.**

Applicant/Landlord

-and-

**DARLENE NUKIK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** September 24, 2003

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

**Appearances at Hearing:** Talib Rasheed, representing the applicant  
Darlene Nukik, respondent  
Rodney Piercey, witness for the respondent

**Date of Decision:** September 25, 2003

**REASONS FOR DECISION**

The tenancy agreement between the parties was terminated on August 31, 2003 when the respondent vacated the rental premises. The applicant retained the security deposit and completed a statement of the deposit outlining deductions for general cleaning (\$40) carpet cleaning (\$135) painting (\$300) and rent arrears (\$1100) and indicating a balance due to the landlord in the amount of \$452. The applicant sought an order requiring the respondent to pay that amount.

The respondent disputed the requirement for cleaning, testifying that the premises were left in a reasonably clean state and that the carpet was clean. She indicated that any stain on the carpet was present at the commencement of the tenancy. The respondent stated that there were some indelible marks on the walls that she was unable to remove but questioned the need to paint the premises. The applicant stated that the premises had been painted immediately prior to the commencement of the tenancy which the respondent disputed.

The respondent did not dispute the allegation pertaining to rent arrears.

The burden of evidence lies with the landlord in the matter of cleaning. As the landlord had no evidence of the cleaning requirements other than his testimony which was disputed by the tenant, I do not find sufficient evidence to support the need for cleaning and deny the costs claimed. I note that the inspection report outlining the condition of the premises at the commencement of the tenancy agreement indicates a stain on the carpet.

As the tenant acknowledged that there were marks on the walls and the inspection report notes that the walls were in good and clean condition at the commencement of the tenancy agreement, I find the painting costs reasonable.

Taking into account the security deposit and accrued interest and applying the deposit first to repairs, I find rent arrears in the amount of \$277 calculated as follows:

Security deposit + interest	\$1123
Painting	(300)
Rent arrears	<u>(1100)</u>
<b>Amount due applicant</b>	<b>\$277</b>

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$277.

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Hal Logsdon  
Rental Officer