

Files #20-7305  
#20-7323  
#20-7408

IN THE MATTER between **LEE SMITH FOR F&S ENTERPRISES**, Landlord, and  
**EILEEN JONES**, Tenant;

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 **NORMAN WELLS, NT**.

BETWEEN:

**LEE SMITH FOR F&S ENTERPRISES**

Landlord

- and -

**EILEEN JONES**

Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 43(3)(c) of the *Residential Tenancies Act*, the tenant shall pay the landlord costs related to the cleaning of the premises in the amount of one hundred thirty one dollars and nine cents (\$131.09).

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of May,  
2003.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**LEE SMITH FOR F&S ENTERPRISES**

Landlord

-and-

**EILEEN JONES**

Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 29, 2003

**Place of the Hearing:** Norman Wells, via teleconference

**Appearances at Hearing:** Lee Smith, landlord  
Doris Smith, witness for the landlord  
Eileen Jones, tenant  
Dudley Johnson, witness for the tenant

**Date of Decision:** May 30, 2003

**REASONS FOR DECISION**

With the consent of the parties, the matters contained in three applications were heard at a common hearing.

An application filed by the landlord on February 3, 2003 alleged that the tenant had failed to pay rent on the days it was due. The landlord sought an order for the termination of the tenancy agreement and compensation for anxiety caused by the late payment.

An application filed by the tenant on February 27, 2003 alleged that the landlord had failed to comply with previously ordered repairs to the premises and sought further compensation for loss of full enjoyment.

The tenant gave notice to terminate the tenancy agreement at the end of April. The parties agreed to postpone any hearing until the tenancy had been terminated and the security deposit statement had been issued.

The landlord filed an application on May 14, 2003 alleging that the tenant had failed to pay the last month's rent, failed to repair damages and failed to leave the premises in a reasonably clean condition. He also alleged that the respondent had refused to allow him to enter the premises to show them to a prospective tenant. He sought cleaning and repair costs in excess of the retained security deposit and compensation for loss related to the tenant's alleged refusal to permit entry.

There is no reason to deal with the matters contained in the landlord's February 3, 2003 application. The tenancy has already been terminated. There is no provision in the *Residential Tenancies Act* that permits a rental officer to order compensation related to late payment of rent other than the penalty for late payment contained in section 41(3). As the amount sought is not in accordance with section 41(3), I do not have the jurisdiction to consider it.

The parties agreed that some of the ordered repairs to the premises had been completed by the landlord. They also agreed on the dates which those repairs were completed. They disagreed on the ordered repair of the storm door, the landlord claiming it had been repaired and the tenant stating that it still did not close properly and the hinges were loose. As none of the repairs were completed prior to March 31, 2003 monthly compensation for January, February and March in the same amount as previously ordered is reasonable. In my opinion, reasonable compensation for the month of a April is half that amount. Total compensation is \$70 calculated as follows:

January-March @\$20/month	\$60
April@\$10/month	<u>10</u>
Total compensation to tenant	\$70

The landlord retained the security deposit, issuing a statement which demanded an additional amount of \$411.09. The parties agreed that the April rent of \$800 had not been paid. The parties also agreed that the light bulbs required replacement. The tenant disputed the remainder of the deductions.

Both parties and their witnesses disagreed about the cleanliness of the stove at the termination of

the tenancy. The landlord claimed that had the top of the stove been lifted the tenant would have noticed an accumulation of grease that, in his opinion should have been removed. There was no dispute that the surface and oven were clean. In my opinion, the cleaning done by the tenant was sufficient. The landlord's claim for \$25 is denied.

The landlord claimed that the carpet required cleaning due to some debris and cat odour. The landlord also noted that one prospective tenant had an allergic reaction while viewing the premises because the tenant had kept a cat. He stated that the carpet needed professional cleaning due to the cat. The tenant stated that she had used a foam cleaner and vacuum to clean the carpet and that it was reasonably clean at the termination of the tenancy. In my opinion, a landlord is justified to demand professional cleaning of a carpet if a dog or cat has been kept on the premises. I find the landlord's claim of \$200 for carpet cleaning to be reasonable.

The landlord claimed that the grass had not been cut and claimed costs related to yard maintenance. Article 13 of the written tenancy agreement between the parties sets out the landlord's responsibility to maintain the premises and amenities. In my opinion, this obligation extends to the yard. The landlord's claim for costs related to yard maintenance is denied.

The landlord claimed that the baseboards had been removed and required replacement, he claimed costs for materials and labour. The tenant claimed that some of the baseboards were missing at the commencement of the tenancy agreement which is confirmed by the written inspection report signed by the parties at the commencement of the tenancy agreement. In my

opinion some work was necessary but reasonable costs are only \$50.

The landlord also claimed costs of \$25 to take a large packing crate belonging to the tenant to the dump. The tenant did not deny that the crate belonged to her but stated that the landlord had removed it once before and returned it. She questioned why she was being charged for removal now. In my opinion, the crate is similar to other items left on the premises which are of no value. The removal of these items by the landlord is a part of cleaning and, in my opinion, the costs are reasonable.

The landlord stated that only verbal notice had been given to the tenant of his intention to enter the premises to show them to a prospective tenant. Section 26(3) clearly sets out the requirement to give notice in writing. Therefore, in my opinion, the tenant was entitled to deny entry. The landlord's request for compensation is denied.

Taking into consideration the security deposit and accrued interest, the compensation due to the tenant, the rent arrears and the reasonable costs of cleaning and repair, I find the amount owing the landlord to be \$131.09 calculated as follows:

Security deposit & interest	\$884.31
Compensation due to tenant	70.00
Rent arrears	(800.00)
Carpet cleaning	(200.00)
Crate removal	(25.00)
Baseboard repair	(50.00)
Light bulbs	<u>(10.40)</u>
Amount due landlord	\$131.09

Applying the security deposit and accrued interest first to rent and repairs an order shall be issued requiring the tenant to pay the landlord the remaining costs of cleaning in the amount of \$131.09.

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Hal Logsdon  
Rental Officer