

IN THE MATTER between **MICKEY ROTHCHILDS**, Tenant, and **LIRIC CONSTRUCTION LTD.**, Landlord;

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:

MICKEY ROTHCHILDS

Tenant

- and -

LIRIC CONSTRUCTION LTD.

Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 30(4)(c) of the *Residential Tenancies Act*, the tenant is authorized to have the carpet in his room professionally cleaned and the landlord shall credit the tenant's rent account in the amount of one hundred fifty dollars (\$150.00) as compensation.
2. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the tenant shall pay the landlord rental arrears in the amount of one thousand two hundred fifty dollars (\$1,250.00).
3. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Room #7, Braathen Avenue, Yellowknife, NT shall be terminated on February 29, 2004 and the respondent shall vacate the premises on that date, unless the rental arrears are paid in full.

DATED at the City of Yellowknife in the Northwest Territories this 16th day of February 2004.

Hal Logsdon
Rental Officer

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BETWEEN:

MICKEY ROTHCHILDS

Tenant

-and-

LIRIC CONSTRUCTION LTD.

Landlord

REASONS FOR DECISION

Date of the Hearing: February 11, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Mickey Rothchilds, Tenant
Arie Keppel, representing the landlord

Date of Decision: February 16, 2004

REASONS FOR DECISION

The tenant filed an application on January 13, 2004 alleging that the landlord failed to maintain the rental premises. The landlord filed an application on January 19, 2004 alleging non-payment of rent. The applications deal with the same tenancy agreement and rental premises. With the consent of the parties, both matters were heard at a common hearing.

The premises are a rooming house containing seven premises including that of the tenant. Tenants share kitchen and bath facilities as well as other common areas. The tenancy agreement commenced on December 1, 2002. The tenant alleged that the landlord breached the tenancy agreement by failing to maintain the premises and the residential complex. He testified that on taking possession of the premises, he had to do extensive cleaning as both the room and the common areas were very dirty. He sought an order requiring the landlord to clean the carpet in his room and to compensate him for cleaning that he did in the residential complex.

The landlord alleged that the tenant had failed to pay rent and sought an order requiring the tenant to pay the alleged rental arrears and terminating the tenancy agreement. The landlord also alleged that the tenant had taken his bicycle, taken a curtain and rod from the residential complex and failed to repay a loan.

The tenant referred to photographs of the complex provided in evidence by the landlord and stated that the rug was stained and smelled bad. He stated that he had done extensive cleaning throughout the complex and sought compensation of \$350. The tenant provided letters from two other tenants stating that the complex was not clean. He stated that since he filed the application, the landlord has been avoiding him and he has therefore been unable to pay his rent. The tenant did not dispute the allegation that the rent had not been paid or the amount alleged owing.

The landlord provided photographs of the premises and stated that he cleaned the common areas regularly but did not wash dishes. He provided two letters from current tenants and one from a former tenant stating that the complex was kept in a clean state. The photographs do not indicate that the complex was unclean but do suggest that the carpet in the tenant's room is stained and dirty. The landlord testified that the carpet was not cleaned prior to the commencement of the tenancy agreement.

In my opinion, it is the landlord's obligation to ensure that common areas of a residential complex are kept in a reasonably clean condition. The tenant is entitled to reasonably clean premises at the commencement of the tenancy agreement and is obligated to return the premises in that state. On the balance of evidence, I find that the carpet in the tenant's room was not reasonably clean and it is the responsibility of the landlord to clean it. I do not find sufficient evidence to find the landlord in breach of his obligation to ensure the remainder of the complex is reasonably clean. The photographic evidence does not indicate a dirty complex and the testimony and letters provided in evidence are contradictory. The tenant's request for compensation for cleaning is therefore denied.

The other allegations made by the landlord, in my opinion, have nothing to do with the tenancy agreement with the exception of the alleged missing curtains valued by the landlord at \$42.50. The alleged missing curtains may be addressed at the end of the tenancy agreement through the security deposit. The request for compensation for these amounts is denied.

In the matter of rental arrears, there appears to be no dispute. I remind the tenant that it is his responsibility to get the rent to the landlord on the days it is due. A cheque, bank draft, or money order for the rent may be sent or delivered to the landlord at the landlord's address shown on the tenancy agreement. I find the tenant in breach of his obligation to pay rent and find the amount owing to be \$1400. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid.

An order shall issue authorizing the tenant to take steps necessary to have the carpet in his room professionally cleaned and deduct \$150 from the rent account as compensation. This will bring the amount of rent owing to \$1250. The order shall require the tenant to pay the landlord the balance of rent in the amount of \$1250 and terminate the tenancy agreement on February 29, 2004 unless that amount is paid in full.

Hal Logsdon
Rental Officer