

IN THE MATTER between **DAVID MAHON AND CLARA SPIJKERMAN**,  
Applicants, and **POLAR DEVELOPMENTS LTD.**, 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:

**DAVID MAHON AND CLARA SPIJKERMAN**

Applicants/Tenants

- and -

**POLAR DEVELOPMENTS LTD.**

Respondent/Landlord

**ORDER**

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of January,  
2006.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **DAVID MAHON AND CLARA SPIJKERMAN**,  
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BETWEEN:

**DAVID MAHON AND CLARA SPIJKERMAN**

Applicants/Tenants

-and-

**POLAR DEVELOPMENTS LTD.**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** December 16, 2005 continued on January 17, 2006

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

**Appearances at Hearing:** David Mahon, applicant (by telephone on December 16)  
Clara Spijkerman, applicant (by telephone)  
Doug Townson, witness for the applicants  
Karen McLeod, representing the respondent

**Date of Decision:** January 17, 2006

**REASONS FOR DECISION**

The tenancy agreement between the parties was terminated on August 31, 2005. The respondent held a security deposit and, following the termination of the tenancy agreement, issued a statement of the deposit, deducting \$125 for cleaning costs. The applicant disputes this deduction, claiming the premises were left in a reasonably clean state.

Both parties indicated that they had photographic evidence which was not produced or provided to the other party prior to the hearing. The rental officer adjourned the hearing to enable both parties to produce further evidence.

At the continuation of the hearing, the applicant produced photographs of the floor and wall surfaces, bathroom, kitchen range, windows and bathroom. The respondent provided photographs of the bathroom vent, refrigerator, kitchen range, oven and oven. The respondent also provided a copy of the inspection reports which were conducted at the commencement and termination of the tenancy agreement.

The applicant's witness testified that he viewed the apartment prior to the final inspection done by the landlord and, with the exception of the kitchen range, found the premises in a reasonably clean state.

The photographs of the kitchen range and the refrigerator do not depict clean appliances. The

burner pans and the oven have significant burnt residue on them and there are food drippings in the bottom of the refrigerator. Although not specifically detailed in the photographs, the landlord's testimony regarding grease on the walls around the stove is credible given the condition of the appliances. Several hours of labour would be necessary to clean these appliances and restore them to a reasonable state of cleanliness.

It should also be noted that when the applicant's witness viewed the apartment, the applicants have not vacated the premises. Although the bathroom may have appeared clean when he saw it, it was undoubtedly used after his inspection which may account for the minor cleaning the landlord claims was necessary after the applicants vacated. Certainly the bathroom vent, which was covered in dust, should have been wiped clean.

In my opinion, the \$125 deduction for cleaning is a reasonable cost for the cleaning which was necessary to bring the premises to a state of reasonable cleanliness. Accordingly, the application is dismissed.

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Hal Logsdon  
Rental Officer