

IN THE MATTER between **MONIQUE FROEHLER AND TIM FROEHLER**,  
Applicants, and **809656 ALBERTA 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:

**MONIQUE FROEHLER AND TIM FROEHLER**

Applicants/Tenants

- and -

**809656 ALBERTA LTD.**

Respondent/Landlord

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 18(5) of the *Residential Tenancies Act*, the applicants shall pay the respondent rent arrears in excess of the retained security deposit in the amount of thirty two dollars and forty eight cents (\$32.48).

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of  
November, 2006.

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Hal Logsdon  
Rental Officer

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-and-

**809656 ALBERTA LTD.**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** November 7, 2006

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

**Appearances at Hearing:** Tim Froehler, applicant (by telephone)  
Mikail Aslam, representing the respondent

**Date of Decision:** November 9, 2006

**REASONS FOR DECISION**

The tenancy agreement between the parties was terminated on August 4, 2006 when the applicants vacated the premises. The respondent retained the security deposit and accrued interest and issued a statement of the security deposit and deductions in accordance with section 18 of the *Residential Tenancies Act*.

The applicants dispute deductions made from the security deposit for general cleaning (\$40) and for steam cleaning the carpet (\$135). The applicants do not dispute the deductions for rent arrears.

Mr. Froehler testified that the premises were cleaned by his wife who told him that the premises, including the carpets were clean at the termination of the tenancy. Mr. Froehler did not personally view the premises at that time. Mr. Froehler testified that the landlord had advised him verbally that the carpets had to be steamed cleaned whenever a tenant moved out. Mr. Froehler stated that they had only occupied the premises for three months.

The respondent provided an inspection report in evidence which had not previously been provided to the applicants. The contents of the report were read to Mr. Froehler, who attended the hearing by telephone. The inspection report indicated minor cleaning required in the kitchen and bathroom and noted that the flooring was dirty. The respondent's representative, who had no direct knowledge of the condition of the premises, stated that it was common practice to require

steam cleaning of the carpets at the end of a tenancy agreement.

The standard for cleanliness is "a state of ordinary cleanliness". In some cases, particularly when a carpet has been stained or the tenants keep pets in the premises, steam cleaning may be necessary to meet this standard. In other cases vacuuming will prove to be sufficient. An obligation or rule requiring steam cleaning of carpets, regardless of condition, is not consistent with the Act and is not enforceable.

From the testimony of both parties, I sense that the landlord required steam cleaning regardless of the condition of the carpets. Although neither party saw the carpets immediately before the tenants vacated, it appears the notations on the inspection report may simply indicate that the carpets were not cleaned to the satisfaction of the landlord, namely steam cleaned. On the balance of probabilities, I can not find that steam cleaning was necessary to put the carpets on a state of ordinary cleanliness and find the deduction of \$135 unsubstantiated.

The cleaning charges appear to be consistent with the inspection report which notes that the bath, shower and sink required cleaning as well as the refrigerator and stove. Two hours cleaning at \$20/hour is, in my opinion, supported by the evidence and reasonable.

Applying the security deposit first against the cleaning costs, I find rent arrears in excess of the retained deposit to be \$32.48, calculated as follows:

Security deposit	\$547.50
Interest	6.52
Cleaning	(40.00)
Rent arrears	<u>(546.50)</u>
Amount owing respondent	\$32.48

An order shall issue requiring the applicants to pay the respondent rent arrears in excess of the retained security deposit in the amount of \$32.48.

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Hal Logsdon  
Rental Officer