

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **GEORGE EASTMAN**, 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 **INUVIK, NT**.

BETWEEN:

**NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**

Applicant/Landlord

- and -

**GEORGE EASTMAN**

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 nine hundred forty six dollars and seventy seven cents (\$946.77).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant cleaning costs in the amount of seventy nine dollars and fifty cents (\$79.50).

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

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**GEORGE EASTMAN**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 6, 2006

**Place of the Hearing:** Inuvik, NT via teleconference

**Appearances at Hearing:** Jason Kucharski, representing the applicant

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

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance by registered mail but did not appear at the hearing. The hearing was held in his absence.

The tenancy agreement between the parties was terminated on April 30, 2006 when the respondent vacated the premises. The applicant alleged that the respondent had failed to pay the full amount of rent and had failed to adequately clean the premises prior to vacating. The applicant testified that no security deposit was provided by the respondent. The applicant sought an order requiring the respondent to pay the alleged rent arrears and cleaning costs.

The applicant provided statement of account, an inspection report and a statement of security deposit (although no security deposit was indicated on the statement). The statement of account indicates a balance owing in the amount of \$2109.17 while the security deposit statement indicates cleaning charges of \$215.63 and rent arrears of \$946.77 for a balance owing of \$1162.40. The applicant sought an order for \$2109.17.

There is an obvious error on the statement of account. The rent arrears of \$946.77 have been entered twice. The correct amount is shown on the security deposit statement.

The applicant has charged the respondent \$75/hour for cleaning. In my opinion, this is not a reasonable amount and is most certainly not what the applicant pays to either a contractor or staff

to conduct general cleaning. In a previous matter (Northern Property Real Estate Investment Trust v. Marilyn Gruben, File #20-8923), the applicant was questioned about an hourly cleaning rate of \$75 and testified that their actual hourly expenditure was probably closer to \$25/hour. The relief granted in that matter was reduced to \$25/hour for cleaning. In another matter (Northern Property Real Estate Investment Trust v. John Warrington and Cindy McNichol. File # 20-9069) the applicant sought cleaning costs of \$30/hour). I remind the applicant that compensation pursuant to section 42 is intended to compensate the landlord for reasonable expenses incurred. In my opinion, \$30 may be considered reasonable. The cleaning costs shall be reduced to \$79.50 which includes the applicant's administration costs.

I find the respondent in breach of his obligation to pay the full amount of rent and his obligation to leave the premises in a reasonably clean state. I find the rent arrears to be \$946.77 and the adjusted cleaning costs to be \$79.50. An order shall issue requiring the respondent to pay the applicant these amounts totalling \$1026.27.

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Hal Logsdon  
Rental Officer