

IN THE MATTER between **SANELENE NCUBE**, Applicant, and **JESSICA L. WIEMANN**, 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:

SANELENE NCUBE

Applicant/Landlord

- and -

JESSICA L. WIEMANN

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant cleaning costs in the amount of two hundred fifty dollars (\$250.00).

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of June, 2007.

Hal Logsdon
Rental Officer

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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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BETWEEN:

SANELENE NCUBE

Applicant/Landlord

-and-

JESSICA L. WIEMANN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 12, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Sanelene Ncube, applicant
Jessica L. Wiemann, respondent

Date of Decision: June 12, 2007

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on or about May 1, 2007 when the respondent vacated the premises. The applicant alleged that the premises were not left in a clean condition and sought cleaning costs of \$350. The premises consist of a room in a mobile home. The landlord and tenant shared common space in the mobile home. The applicant provided photographs of the premises in evidence.

The respondent stated that she had many disputes with the applicant regarding the use of the common areas, internet charges and cooking facilities. She did not dispute the photographic evidence which indicated that the room was left in a very unclean state.

It is obvious that both landlord and tenant did not enjoy a happy relationship and the termination of the tenancy was undoubtedly in the best interest of both parties. However, regardless of the respondent's complaints, she still had an obligation to leave the premises in a reasonably clean condition. She failed to do so and in my opinion is liable for reasonable costs to clean the premises.

In my opinion, the compensation requested by the landlord is somewhat excessive. The applicant did not submit any evidence such as quotes for cleaning that would support her request for \$350. The room is very small and general cleaning and professional carpet cleaning costs should not, in my opinion, exceed \$250.

An order shall issue requiring the respondent to pay the applicant cleaning costs in the amount of \$250.

Hal Logsdon
Rental Officer