

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **TAMMY RUDNISKI**, 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 -

TAMMY RUDNISKI

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 four hundred thirty nine dollars and fourteen cents (\$439.14).

DATED at the City of Yellowknife, in the Northwest Territories this 1st day of December, 2008.

Hal Logsdon
Rental Officer

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Applicant/Landlord

-and-

TAMMY RUDNISKI

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 27, 2008

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Beverly Fahlman, representing the applicant
Sharon Vaughan, witness for the applicant
Tammy Rudniski, respondent

Date of Decision: December 1, 2008

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on or about September 1, 2008 when the respondent vacated the premises. The term tenancy agreement was for a very short duration from July 10, 2008 to September 2, 2008. The applicant retained the security deposit (\$600.00) and accrued interest (\$3.85) applying it against general cleaning costs (\$320), carpet steam cleaning (\$150), wall repair (\$120), administration (\$88.50), GST (\$33.93) and rent arrears (\$599.99) resulting in a balance owing the applicant of \$708.57. At the hearing the applicant stated that an inspection report, completed at the commencement of the tenancy agreement, indicated that the wall repairs were not the result of the tenant's negligence and reduced the amount sought to \$586.43.

The applicant's witness, who viewed the premises at the end of the tenancy agreement, stated that the premises were left in a very unclean state. The applicant's witness stated that there was white dog hair throughout the apartment, the kitchen walls were splattered with grease and food, the appliances were left uncleaned, dirty dishes were left in the kitchen and the bathroom had not been cleaned.

The respondent did not dispute the rent arrears but disputed the allegations concerning cleaning on several grounds.

1. The respondent stated that prior to entering into the tenancy agreement she had been assured by the landlord that a vacuum cleaner would be made available for her use.

She stated that the tenancy was only for a very short period and that she wanted a furnished apartment where most housekeeping items were supplied. The respondent stated that bringing her own vacuum cleaner or purchasing one in Inuvik was impractical and that the landlord had agreed that a vacuum cleaner would be made available to her on request. She stated that she had asked the landlord and the maintenance staff on several occasions for a vacuum cleaner but one was never made available. Because there was no vacuum cleaner available for her use, she was unable to vacuum the carpets.

2. The respondent stated that she was charged an additional fee of \$50 month to keep a pet in the apartment and that fee was intended to cover the costs of cleaning made necessary by the pet.
3. The respondent stated that the apartment was very dirty at the commencement of the tenancy agreement and the premises and furniture were in very poor condition. Some of the housewares that were supposed to be included were missing and she had to purchase them. The apartment building was poorly maintained and other tenants were constantly creating disturbances.
4. The respondent acknowledged that the kitchen appliances and bathroom had not been cleaned and that dirty dishes had been left in the kitchen but stated that the eight hours charged for cleaning was far in excess of what was necessary to bring

the premises to a reasonable state of cleanliness.

I accept that the respondent inquired of the landlord about the availability of a vacuum cleaner and was given some indication that the use of one would be made available to her. It is certainly an understandable request given the short duration of the tenancy. In my opinion, the landlord should have facilitated the respondent's use of a vacuum cleaner which in my estimate would have eliminated one hour of general cleaning that was expended by the applicant.

I do not accept that the carpet did not require steam cleaning or that the tenant prepaid the steam cleaning costs through an additional pet fee. Anytime an animal such as a dog or cat are permitted on the premises, it is not unreasonable to require that steam cleaning of the carpets be undertaken at the end of the tenancy. Dog hair is an allergen to many people and steam cleaning is necessary to restore the carpets to a condition of ordinary cleanliness. The tenancy agreement does not contain any additional fees. It sets out a monthly rent for a furnished apartment including water/sewer and heat as \$1200/month. The landlord's rent statement itemizes the \$1200 as residential rent (\$1000), furniture rent (\$150) and pet fee (\$50). It is unclear why the landlord segregates the rent in such a manner on the statement but there is no indication that any part of the rent is intended as a prepayment for cleaning costs.

A tenant is obligated to maintain the premises in a state of ordinary cleanliness during the term of the tenancy and to return the premises to the landlord at the end of the term in that state. A landlord is obligated to maintain the premises in a good state of repair and fit for habitation. If a

landlord fails to supply premises that are in a good state of repair or unclean, it does not relieve the tenant from performing their obligations. Notwithstanding that an inspection report completed at the commencement of this tenancy agreement and signed by both parties indicates that the apartment was in a reasonably good state of repair, if the report was inaccurate, it would not justify the tenant not performing her obligations.

The respondent acknowledged that some elements of the premises were not left in a clean condition. She did not dispute that the appliances and the bathroom were not cleaned or that dirty dishes were left in the kitchen. The respondent argued that the time required to bring the premises to a state of ordinary cleanliness were excessive. To some degree, I agree. Eight hours is a lot of time to spend cleaning what the applicant described as a very small apartment which had only been occupied for seven weeks. In my opinion, the time required to bring the premises to a reasonable state of cleanliness should not have exceeded six hours had the respondent had access to a vacuum cleaner and been able to vacuum the carpets. I estimate this as follows:

Clean refrigerator	1 hour
Clean stove/oven/microwave	2 hours
Clean counters/cupboards/walls wash dishes	1 hour
Clean bathroom and fixtures	1 hour
Minor cleaning/furniture, window sills, etc	<u>1 hour</u>
Total	6 hours

Applying the retained security deposit first to rent arrears I find reasonable cleaning costs to be \$439.14 calculated as follows:

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Security deposit	\$600.00
Interest	3.85
Rent arrears	(599.99)
General cleaning (6 hrs @ \$35/hour)	(210.00)
Carpet cleaning	(150.00)
Administration	(60.00)
GST	<u>(23.00)</u>
Amount due applicant	\$439.14

An order shall issue requiring the respondent to pay the applicant cleaning costs in the amount of \$439.14.

Hal Logsdon
Rental Officer