

IN THE MATTER between **GRM**, Applicant, and **YHA**, 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 **Adelle Guigon**, Rental Officer,

BETWEEN:

**GRM**

Applicant/Tenant

-and-

**YHA**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** May 11, 2017

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** GRM, applicant  
AB, representing the respondent

**Date of Decision:** August 8, 2017

### **REASONS FOR DECISION**

An application to a rental officer made by GRM as the applicant/tenant against YHA as the respondent/landlord was filed by the Rental Office February 2, 2017. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the respondent February 3, 2017.

The applicant alleged the respondent had retained an unreasonable amount from the security deposit for cleaning the rental premises and disposing of abandoned items. An order was sought for a reasonable amount to be determined for the necessary cleaning and disposal, and for payment of any remaining amounts owing.

A hearing was scheduled for May 11, 2017, in Yellowknife. GRM appeared as applicant. AB appeared representing the respondent.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing June 8, 2015, and ending November 23, 2016. I am satisfied a valid tenancy agreement was in place in accordance with the *Residential Tenancies Act* (the Act).

#### *Cleaning and disposal*

The parties agreed that the rental premises had not been ordinarily cleaned when the tenant vacated the rental premises, and that some furniture items and debris had been left behind. The tenant had consented to the disposal of the furniture items which had been left behind. The furniture items consisted of two computer desks, one kitchen table, and two small shelving units. The parties agreed that the rental premises only required basic cleaning.

NPRLP owns the residential complex that the rental premises is located within. YHA rents the rental premises from NPRLP in order to provide subsidized public housing to their clients. When a tenancy ends, YHA does an exit inspection of the rental premises with their tenant, and then NPRLP executes any cleaning and/or repairs that are necessary. NPRLP invoices YHA for those cleaning and/or repair services. Where any of those cleaning and/or repair services

are the tenant's responsibility, YHA will recover the actual amounts charged to them by NPRLP from the tenant.

In this case, NPRLP charged YHA for the cleaning and disposal as follows:

2 labourers @ \$50 x 4 hours	\$400.00
4 truckloads to dump at \$30 per load	\$120.00
2 cleaners at \$40 each x 8 hours	\$640.00

YHA then charged those amounts to the tenant, plus a 10 percent admin fee and 5 percent GST. The tenant did not dispute either the admin fee or the GST.

It was agreed the amounts charged by NPRLP for the cleaning and disposal that was actually required at the rental premises is completely unreasonable.

It was agreed that the items to be disposed of would have required no more than one dump run. The dumping fee at the City of Yellowknife Waste Disposal Facility is \$10 per load, not \$30. The labour involved to dispose of the items – removing them from the apartment, loading them into the truck, driving to and from the dump, and unloading the items from the truck – should have taken two labourers no more than 1.5 hours. And the labour involved was general in nature for which \$50 per hour per labourer is unreasonable. A general labourer of the nature required to complete this type of work would earn an average of \$25 per hour.

As previously mentioned, it was agreed that the amount of cleaning required at the rental premises was basic in nature. In my experience, the average rate for cleaning a one-bedroom apartment in Yellowknife is between \$150 and \$300 depending on the extent of cleaning required. In this case, there is no reason to believe that any more than the most basic cleaning was required at the rental premises and in my opinion such a cleaning should take two cleaners no more than three hours to complete. Also in my experience, I have found the average hourly rate for house cleaners in Yellowknife to be between \$20 and \$25, not \$40.

While I do find the tenant liable for costs associated with cleaning and disposal, which the tenant has no dispute with, I agree with the tenant that the amounts he was charged for cleaning and disposal are unreasonably disproportionate the amount of cleaning and disposal that was necessary. I find the tenant liable to the landlord for cleaning and disposal in the total amount of \$271.43, calculated as follows:

2 labourers at \$25 per hour each x 1.5 hours	\$75.00
1 truckload to the dump at \$10 per load	\$10.00
2 cleaners at \$25 per hour each x 3 hours	\$150.00
Sub-total	\$235.00
10% admin fee	\$23.50
5% GST	\$12.93
Total	<u>\$271.43</u>

#### *Security deposit*

The landlord retained the tenant's security deposit of \$925.46 against rental arrears of \$61, leaving a remaining balance of \$864.46. This entire remaining balance was retained by the landlord against the original claim of costs for cleaning and disposal. Deducting the allowed costs for cleaning and disposal of \$271.43 from the remaining security deposit balance of \$864.46, I find the landlord liable to the tenant for the return of the remaining security deposit balance of \$593.03.

#### *Order*

An order will issue requiring the landlord to return part of the security deposit to the tenant in the amount of \$593.03.

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Adelle Guigon  
Rental Officer