

IN THE MATTER between **NTHC**, Applicant, and **DP**, 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:

NTHC

Applicant/Landlord

-and-

DP

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 11, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AB, representing the applicant

Date of Decision: May 11, 2017

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the applicant/landlord against DP as the respondent/tenant was filed by the Rental Office March 9, 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 sent to the respondent's last known address by registered mail, deemed served March 28, 2017, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act).

The applicant alleged the respondent had caused damages to the rental premises and left the rental premises in an unclean condition. An order was sought for payment of costs for repairs and cleaning.

A hearing was scheduled for May 11, 2017, in Yellowknife. AB appeared representing the applicant. DP was sent notice of the hearing to his last known address by registered mail, deemed served April 27, 2017, pursuant to section 71(5) of the Act. The respondent did not appear at the hearing, nor did anyone appear on his behalf. The hearing proceeded in the respondent's absence pursuant to section 80(2) of the Act.

Tenancy agreement

The applicant's representative testified and provided evidence establishing a residential tenancy agreement between the parties for subsidized public housing commencing February 1, 2016. The tenancy ended February 14, 2017, when the respondent abandoned the rental premises. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Damages and cleaning

The applicant's representative testified and provided evidence supporting that damages occurred to the rental premises and that the respondent had left the premises in an unclean condition. The applicant made the following claims for compensation:

Replacement of one exterior front door	\$800.00
Replacement of two door stoppers	\$16.00
Replacement of two switch covers	\$16.00
Replacement of four lamps	\$160.00
Replacement of one window screen	\$50.00
Patch and paint one wall	\$180.00
Replace one window blind	\$150.00
Replace one towel bar	\$35.00
Replace five light bulbs	\$50.00
Full unit clean	\$650.00

A review of the entry and exit inspections reports confirmed all of the above claimed damages occurred during the respondent's tenancy except the broken window screen. The broken window screen was identified in the entry inspection report as damaged at the commencement of the tenancy, therefore the respondent will not be held liable for the \$50 cost to repair it.

With respect to cleaning the premises, the exit inspection report only identifies in the comments section "unit dirty/needs full clean". There is no elaboration in the report specifying what components of the premises were not cleaned, nor to what extent. The photographs provided do indicate that a basic cleaning was required. There is no evidence to support the requirement for an extensive or deep cleaning. The applicant's claim of \$650 to do a basic clean of a one-bedroom apartment is entirely unreasonable. In my experience, the average rate for a basic clean of a one-bedroom apartment in Yellowknife is approximately \$150 and that is the amount I am prepared to grant the applicant in this case.

The applicant also claimed 10 percent admin fees and 5 percent GST on the costs for repairs and cleaning, which are both allowed. The allowed costs for the claimed damages and cleaning are as follows:

Replacement of one exterior front door	\$800.00
Replacement of two door stoppers	\$16.00
Replacement of two switch covers	\$16.00
Replacement of four lamps	\$160.00
Patch and paint one wall	\$180.00
Replace one window blind	\$150.00
Replace one towel bar	\$35.00
Replace five light bulbs	\$50.00
Full unit clean	\$150.00
Sub-total	\$1557.00
10% admin fee	\$155.70
5% GST	\$85.64
Total	<u>\$1,798.34</u>

The applicant appropriately retained the security deposit of \$925.48 first against rental arrears of \$97. The remaining balance of \$828.48 was retained against the costs of repairs and cleaning, and will be accounted for in an order to pay those costs.

I am satisfied the respondent is responsible for the damages claimed by the applicant. I am satisfied the rental premises was not adequately cleaned upon vacating. I find the respondent liable to the applicant for the costs of repairs and cleaning in the total amount of \$969.86.

Order

An order will issue requiring the respondent to pay for costs of repairs and cleaning in the amount of \$969.86.

Adelle Guigon
Rental Officer