File #15641

IN THE MATTER between **MP**, Applicant, and **NPRLP**, 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:

MP

Applicant/Tenant

-and-

NPRLP

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: **July 26, 2017**

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

Appearances at Hearing: **MP, applicant**
BL, representing the respondent
FY, representing the respondent

Date of Decision: **July 26, 2017**

REASONS FOR DECISION

An application to a rental officer made by MP as the applicant/tenant against FY as the respondent/landlord was filed by the Rental Office April 19, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the respondent April 20, 2017.

The applicant/tenant disputed the respondent/landlord's reasons for retaining the security deposit, and also alleged the rental premises was not clean when he moved in, and that periods of construction during the tenancy required excessive cleaning within the rental premises. An order was sought for the return of the security deposit and costs for cleaning the premises during the tenancy.

A hearing was originally scheduled for June 28, 2017, in Yellowknife. At that time it was identified that FY was not the landlord, although she was an employee of the landlord. The landlord was identified as NPRLP. The application had not been shared with the landlord, and the landlord was not prepared to proceed. The hearing was adjourned *sine die* pending receipt of the written tenancy agreement and to provide the landlord with adequate time to prepare a defence.

The tenant provided the written tenancy agreement which confirmed NPRLP as the landlord. The application was amended on June 30, 2017, to reflect NPRLP as the respondent/landlord.

The hearing was rescheduled for July 26, 2017, in Yellowknife. MP appeared by telephone as applicant/tenant. BL and FY appeared representing the respondent/landlord.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing August 1, 2014. The tenancy ended April 3, 2017, when the tenant vacated the rental premises. I am satisfied a valid tenancy agreement was in place in accordance with the *Residential Tenancies Act* (the Act).

Security deposit

A move in inspection and acceptance report was entered into evidence establishing the

condition of the premises on July 31, 2014. The report identified that the floors in the kitchen and dining room needed mopping, the stove burner pans were dirty, and the fridge seal was dirty.

A move out inspection and acceptance report was entered into evidence establishing the condition of the premises on April 3, 2017. The report identified that the baseboards throughout the premises were dirty, the stove burner pans were dirty/stained, the oven was dirty, and the bathroom walls, floor, and vanity required cleaning. The report acknowledged that the stove burner pans were dirty/stained at move in.

A move out statement was prepared by the landlord April 7, 2017, and provided to the tenant with a cheque in the amount of $475.59. The total security deposit amounted to $825.77. The landlord charged the tenant $50 to clean the oven and $240 to clean the walls, baseboards, and floors, plus a 15 percent admin fee and 5% GST. The total of $350.18 was retained against the security deposit.

The tenant argued that he had returned the rental premises in an ordinary state of cleanliness and should not charged the cleaning claimed by the landlord.

Section 45(2) of the Act requires the tenant to maintain the rental premises in a state of ordinary cleanliness. Ordinary cleanliness is accepted to mean all regular day-to-day cleaning of the premises, including but not limited to sweeping, mopping, dusting, vacuuming, wiping walls, and cleaning all appliances.

The move out inspection report clearly identifies areas requiring cleaning, and that report was signed by the tenant. The landlord did not charge the tenant for cleaning the stove burner pans, given they were in the same condition when the tenant moved in. The tenant was only charged for cleaning those items which had not been cleaned.

I am satisfied the landlord appropriately retained a portion of the security deposit against costs to clean the premises for which the tenant is responsible. The tenant's request for the return of his security deposit is denied.

Cleaning at move in

The tenant claimed that he was left to clean the stove, fridge, and kitchen and dining room floors himself when he moved in and sought costs for doing so totalling $240. The tenant made no effort prior to the termination of his tenancy either to request that the landlord effect the

necessary cleaning or to request compensation directly from the landlord.

Section 68 of the Act specifies that an application to a rental officer must be made within six months after the breach of an obligation or the situation referred to arose. Given that the cleaning of the premises claimed arose at commencement of the tenancy in August 2014 and that the landlord was not given fair opportunity to remedy or address the issue, I am not satisfied it would be fair to grant an extension to the time for making this application for compensation for cleaning which was required three years ago. The tenant's claim for compensation for cleaning at the commencement of the tenancy is denied.

Cleaning during construction

The tenant claimed that during the summer months of 2014, 2015, and 2016, the landlord was renovating common areas both inside and outside the residential complex which created excessive amounts of dust. The dust would enter the respondent's rental premises through opened windows, covering everything in the unit. The respondent claimed compensation for extra daily dusting required as a direct result of the landlord's renovations over 72 days amounting to $5,760.

The landlord's representative confirmed that there had been various renovations projects occurring to the residential complex, including landscaping projects. He disputed that any of these renovations created an unreasonable amount of dust or debris. All the renovations were necessary in order for the landlord to comply with their obligation to maintain the residential complex in a good state of repair as required under section 30(1)(a) of the Act.

As previously stated, it is the tenant's responsibility to maintain the ordinary cleanliness of the rental premises, including but not limited to dusting, vacuuming, sweeping, mopping, and cleaning the appliances. Whether the landlord's efforts to maintain the premises in accordance with the Act generated increased amounts of dust or other activities occurring in the city contributed to the increased amounts of dust – such as city road and sewer work or ash coming from the various forest fires – it remains the tenant's responsibility to keep the rental premises clean.

I am not satisfied that the landlord's actions are the sole contributing factors to the increased cleaning requirement of the tenant. I do not find the landlord in breach of any obligations under the Act for which the landlord would be required to compensate the tenant for losses suffered. Additionally, all three summers during which the tenant claims to have experienced

the excessive dust occurred well beyond six months ago and the tenant made no complaint or claim to the landlord prior to ending the tenancy. The tenant's claim for compensation for excessive cleaning during the summers of 2014, 2015, and 2016 is denied.

There being no orders to be made from this hearing, only these reasons for decision are being produced.

Adelle Guigon
Rental Officer