

IN THE MATTER between **ME**, Applicant, and **RVC**, 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:

ME

Applicant/Landlord

-and-

RVC

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 12, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: ME, applicant
RVC, respondent
KD, witness for the respondent

Date of Decision: July 12, 2017

REASONS FOR DECISION

An application to a rental officer made by ME as the applicant/landlord against RVC as the respondent/tenant was filed by the Rental Office April 26, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the respondent by emails deemed received May 13, 2017, and July 10, 2017, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondent had abandoned the tenancy, had accumulated rental arrears, and had left the premises in an uncleaned condition. An order was sought for payment of rental arrears and payment of costs for cleaning.

A hearing was scheduled for July 12, 2017, in Yellowknife. ME appeared as applicant. RVC appeared as respondent with KD appearing as witness for the respondent.

Tenancy agreement

The parties agreed that a verbal residential tenancy agreement had been entered into between them for a room in a shared premises commencing January 29, 2017. The respondent vacated the rental premises, ending the tenancy April 1, 2017. I am satisfied a valid tenancy agreement was in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The parties agreed that when the respondent vacated the rental premises she did not give the applicant any advance notice of her intention to vacate. I am satisfied the respondent abandoned the rental premises.

By abandoning the rental premises, the tenancy was not terminated in accordance with the Act. By failing to give notice, the application was not given reasonable opportunity to re-rent the premises in order to mitigate her losses. I find the respondent liable for the rent for April 2017.

The rent was established at \$1,185 per month. The payments received during the tenancy were inadequate to cover the full amount of the rent each month, resulting in \$755 remaining outstanding for April's rent.

The security deposit of \$400.03 was retained by the applicant against the rental arrears and will be accounted for in an order to pay rental arrears.

Cleaning

The parties agreed and acknowledged that neither an entry nor exit inspection was conducted for the rental premises. The applicant claimed \$150 for six hours of cleaning at \$25 per hour. The applicant claimed the following items required cleaning: the tenant's room, including washing the walls and steam cleaning the carpet; steam cleaning the carpets in the hallway and living room; cleaning the downstairs bathroom; washing two sofa covers; and cleaning dog faeces from the yard. The carpet and sofa cover cleaning was claimed due to the respondent keeping a dog in the premises.

The respondent disagreed that the amount of cleaning which may have been necessary would have taken six hours to complete. She also disputed her responsibility for cleaning the walls in her room claiming the walls were not clean when she moved in. The respondent disputed that she was the only occupant who used the downstairs bathroom and therefore she should not be liable for the full costs for cleaning that bathroom. She questioned her responsibility for the dog faeces found in the yard, but could neither confirm nor deny whether or not the faeces solely came from her dog. Once it was clarified that the carpets had been steam cleaned by the applicant after the applicant's cat left the premises about a year ago, the respondent accepted responsibility for steam cleaning the carpets due to the presence of her dog during her tenancy. She also accepted responsibility for cleaning the sofa covers.

Despite the condition of the premises at the commencement of the tenancy, the respondent remains responsible for maintaining the ordinary cleanliness of the premises during the tenancy. There is a requirement under the Act that the landlord conduct an entry inspection at the commencement of each tenancy. Doing that entry inspection would establish the condition of the premises so as to compare it with the exit inspection at the end of the tenancy, from which it can be determined what, if anything, the tenant is responsible for – be it cleaning or damages.

In this case, as mentioned, neither an entry nor an exit inspection was completed. The respondent testified that when she moved in to her room there was tape on the walls and cobwebs in the corners. The applicant admitted there may have been some painting tape left on the walls, but was not aware of cobwebs. Doubt was raised as to whether or not the walls had been adequately cleaned prior to the respondent moving in. It seems unlikely that cobwebs would have formed during the brief two-month period the respondent occupied the room. I am not satisfied the walls required cleaning due to respondent's failure to maintain the ordinary cleanliness of her room.

With respect to the dog faeces in the yard, it seems more likely than not that the few bits that remained frozen in the snow came from the respondent's dog and as such I am satisfied the respondent is responsible for cleaning it up. The parties agreed that the clean up would have taken no more than 15 minutes.

With respect to the downstairs bathroom, I am satisfied it was not adequately cleaned, but I agree with the respondent that because it was a shared bathroom she should only be held liable for half the cost of cleaning it. The parties agreed that a full clean would take about an hour, therefore, the respondent is only liable for half an hour's work.

With respect to steam cleaning the carpets, the parties agreed that the work should have taken no more than two hours to complete. The applicant also claimed \$32 for renting a steam cleaner, despite having her own steam cleaner. The applicant clarified that the steam cleaner she has was given to her some time ago and she has never used it. To this day she doesn't even know if it works. The \$32 claim was an estimate provided by the applicant as she did not have the receipt for the steam cleaner rental with her. The respondent agreed the amount of the claim was reasonable.

With respect to the sofa covers, the parties agreed that the two sofa covers would have required separate cleaning and that a fair estimate of the time required to remove the covers from the sofas, wash and dry them, and reinstall them on the sofas was half an hour.

I am satisfied that the respondent is responsible for steam cleaning the carpets, cleaning up the dog faeces from the yard, cleaning the sofa covers, and half the cleaning of the downstairs bathroom. I am satisfied a reasonable claim for that cleaning amounts to 3.25 hours at \$25 per hour, plus \$32 for renting the steam cleaner, for a total of \$113.25.

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$354.97 and to pay costs of cleaning in the amount of \$113.25.

Adelle Guigon
Rental Officer