

IN THE MATTER between **DE and TJ**, Applicants, and **NAREIT**, 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:

**DE and TJ**

Applicants/Tenants

-and-

**NAREIT**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** November 8, 2017

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

**Appearances at Hearing:** DE, applicant/tenant  
BL, representing the respondent/landlord  
HC, representing the respondent/landlord  
CDL, representing the respondent/landlord

**Date of Decision:** December 18, 2017

**REASONS FOR DECISION**

An application to a rental officer made by DE and TJ as the applicants/tenants against NAREIT as the respondent/landlord was filed by the Rental Office August 25, 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/landlord September 13, 2017.

The tenants disputed the landlord's retention of the security deposit against costs of cleaning the carpet, and alleged the landlord had permitted mould to grow in the rental premises during the tenancy. An order was sought for the return of the security deposit in full and compensation for residing in a rental premises with mould.

A hearing was scheduled for November 8, 2017, in Yellowknife. DE appeared as applicant/tenant. BL, HC, and CDL appeared representing the respondent/landlord.

*Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing March 1, 2016. The tenants vacated the rental premises, ending the tenancy effective March 27, 2017. I am satisfied a valid tenancy agreement was in place in accordance with the *Residential Tenancies Act* (the Act).

*Cleanliness*

The signed entry inspection report was entered into evidence, as was the signed exit inspection report. The tenant submitted photographs she said were taken in November 2016 when the carpet was lifted by the landlord and permitted to dry out. The landlord's representatives had no direct knowledge of the tenancy and issues being raised, and after checking their files confirmed they did not have any photographs from the exit inspection. Also entered into evidence was: a letter from the landlord to the tenants dated April 3, 2017, regarding the carpet cleaning charges; the move out statement dated April 3, 2017; a security deposit statement; and a copy of a cheque made out to Diane Enogaloak in the amount of \$470.96.

Based on the evidence and testimony heard, I have made the following determinations on a balance of probabilities.

In November 2016 the landlord responded to the tenants' complaints of the hallway carpet repeatedly getting wet and growing mushrooms by lifting the carpet, cleaning away the mushrooms, and allowing the carpet and sub-floor to dry for about two weeks before re-laying the carpet.

An exit inspection conducted at the end of the tenancy identified that all the flooring in the rental premises was in good condition with no damages, stains, or mushrooms identified. The carpet was identified separately as requiring cleaning, but was also marked with a question about removing the carpet. There was no indication of what type of cleaning was required. The landlord's April 3<sup>rd</sup> letter to the tenants referred to a telephone conversation and an agreement to reduce the cleaning charge for the carpet to \$250. The landlord's representatives confirmed that the carpet was not replaced, and that it was steam cleaned. The tenant confirmed that she vacuumed the carpet during the tenancy, but did not clean the carpet at the end of the tenancy because she believed the landlord would be replacing the carpet. I take this to mean that the tenant did not vacuum the carpet at the end of the tenancy.

Subsection 45(2) of the Act requires the tenant to maintain the ordinary cleanliness of the rental premises. Vacuuming the carpet is the minimum required to maintain the ordinary cleanliness of the carpet. Steam cleaning would only be justified as a tenant obligation if the condition of the carpet after vacuuming was not returned to an ordinary state of cleanliness, or the carpet had otherwise been damaged. For example, if the carpet was stained, or had never been vacuumed during the tenancy, or pets were kept in the rental premises, then these types of things would be considered damages and the tenant would be responsible for repairing the carpet by steam cleaning it.

While I am satisfied that the tenant vacuumed the carpet regularly during the tenancy, I am not satisfied that the tenant vacuumed the carpet at the end of the tenancy and, therefore, the tenant did not return the rental premises to the landlord in an ordinary state of cleanliness. Whether or not the carpet required replacement for any reason does not absolve the tenant from their obligation to vacuum the carpet. Given there was no indication that the carpet was stained or otherwise damaged, I am not satisfied that the tenant was responsible for steam cleaning the carpet.

The landlord charged the tenant \$301.87 to clean the carpets and claimed this was in fact a reduced amount from what would normally have been charged. Likely this charge is for steam cleaning the carpets in the three-bedroom apartment. Having found the tenant responsible in this case only for costs associated with vacuuming the carpet, the amount claimed by the landlord is well in excess of reasonable. Attributing an hour's worth of work to vacuum a three-bedroom apartment, I am prepared to grant the landlord \$54.34 in compensation for vacuuming the carpet.

The tenant's claim that the bathroom smelled strongly of mould is borne out in the exit inspection report which documents the smell. However, there is no evidence suggesting whether or not the landlord was notified of the continuing smell after the carpet was dealt with in November 2016. That being the case, I cannot be satisfied that the landlord was given fair opportunity to respond to the issue prior to the end of the tenancy. The tenants' request for compensation equivalent to one month's rent due to living with the mould smell is denied.

#### *Security deposit*

As previously mentioned, the portion of the security deposit retained against the costs of cleaning the carpet amounted to \$301.87 of which only \$54.34 is granted to the landlord. An order will issue requiring the landlord to return the balance of \$247.53 to the tenants.

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Adelle Guigon  
Rental Officer