

IN THE MATTER between **XY**, Applicant, and **DK**, 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 **Hal Logsdon**, Rental Officer,

BETWEEN:

**XY**

Applicant/Landlord

-and-

**DK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 22, 2018

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** BL, representing the applicant

**Date of Decision:** March 23, 2018

**REASONS FOR DECISION**

The respondent was served with a filed application and Notice of Attendance but failed to appear at the hearing. The hearing was held in her absence.

The tenancy agreement between the parties was terminated on January 19, 2018 when the respondent vacated the rental premises. The applicant retained the security deposit (\$670), applying it against rent arrears and penalties for late rent (\$5909.29), repair of a clogged toilet (\$50), charges for a lock-out (\$100), cleaning (\$1010), repair of a cupboard door (\$100), replacement of keys, fobs and laundry card (\$350), administrative fees (\$204) and GST (\$83.20) resulting in a balance owing to the landlord of \$7136.49. The applicant sought relief in that amount.

The applicant provided a move out statement and a resident ledger indicating a balance owing of \$7136.49. The applicant also provided copies of the move-in inspection report and the move-out inspection report in evidence.

The move-out inspection report indicates that the premises were not left in a clean condition and specifically stated that eight hours of cleaning would be necessary. The inspection reports also indicated that a cupboard door was missing which was noted in good condition at the commencement of the tenancy agreement. The inspection reports indicate that two entry, apartment and laundry keys were provided but not returned and a laundry card and parking pass were also not returned.

In my opinion, the charges for cleaning of the premises, including removal of belongings is not supported by the evidence. The inspection report specifically outlines that eight hours of cleaning would be necessary yet the applicant has charged sixteen hours for cleaning plus an additional \$370 to remove and dispose of personal belongings. I shall consider only eight hours of cleaning at \$40/hour as supported by the check-out report.

The applicant has also charged an additional 15% "administration charge" on all charges levied after the tenancy was terminated, including lost keys, cleaning, and removal of personal goods. In my opinion this charge is inconsistent with the standard charges listed in Appendix "B" of the tenancy agreement for these items and is therefore denied.

I note that no interest on the security deposit was applied by the applicant. I find the accrued interest to be \$0.35.

I find the total amount owing to the applicant to be \$6197.44 calculated as follows:

Security deposit	(\$670.00)
Interest	(0.35)
Rent arrears	5909.29
Clogged toilet	50.00
Lock out charge	100.00
Replace cupboard door	100.00
Replace keys	100.00
Cleaning	320.00
Replace fobs	200.00
Replace laundry card	50.00
GST	<u>38.50</u>
Amount owing applicant	\$6197.44

Applying the security deposit first to repairs and cleaning, I find repair costs of \$288.15 and rent arrears and penalties for late rent of \$5909.29. An order shall issue requiring the respondent to pay the applicant repair costs of \$288.15 and rent arrears of \$5909.29.

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Hal Logsdon  
Rental Officer