

IN THE MATTER between **N.R.**, Applicant, and **R.H.**, 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:

**N.R.**

Applicant/Landlord

-and-

**R.H.**

Respondent/Tenant

**REASONS FOR DECISION**

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

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

**Appearances at Hearing:** B.L., representing the applicant

**Date of Decision:** April 30, 2018

### **REASONS FOR DECISION**

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

The tenancy agreement was made in writing for a one-year term commencing on February 1, 2016 and was terminated on January 19, 2018 when the respondent vacated the rental premises. The monthly rent for the premises was \$1370 and the landlord held a security deposit of \$685 which was paid on January 6, 2016. A check-in inspection report was completed by the parties and signed by both parties. A check-out inspection report was completed by the landlord. The applicant stated that the respondent failed to appear at the check-out inspection.

The applicant retained the security deposit (\$685) applying it against rent arrears and late rent penalties (\$6544.18), repair and cleaning costs (\$9986) and the application fee (\$100) resulting in a balance owing to the applicant of \$15,945.18. There was no security deposit interest applied to the account. The applicant sought an order for \$15,945.18. A final accounting was provided by the applicant in evidence.

A number of photographs of poor quality were provided in evidence. There were no work orders, invoices or receipts provided.

I find the accounting of the rent to be accurate and find the calculation of late rent penalties to be consistent with the Act. I find rent arrears and penalties for late rent to be \$6544.18.

Similar to legal cost, court filing fees and collection costs, the application fee is, in my opinion, a normal cost of doing business for a landlord. The application fee, in my opinion, should not be recoverable from the respondent. The applicant's request for this relief is denied.

The repair and cleaning cost sought by the applicant is significant. Reviewing each component of this cost, comparing the inspection reports and the photographic evidence, I find the following:

#### **Cleaning**

The applicant sought \$1600 for general cleaning (2 persons for 20 hours @ \$40/hour) as well as \$1280 for packing, loading and taking belongings to the dump (2 persons for 16 hours @ \$40/hour).

The comparison of the inspection reports indicate that the apartment was clean at the commencement of the tenancy. The respondent signed the report, presumably indicating his agreement. The check-out inspection report shows all areas requiring cleaning and notes that many personal belongings were left in the apartment. The photographs show many belongings and general garbage left in the apartment. Clearly, significant work was required to remove the belongings and clean the apartment.

However the premises are only a one-bedroom unit. It is difficult to accept that it would require two persons two full days to simply to remove the personal belongings. Similarly, once all of the belongings were removed, it is equally difficult to accept that it would take two persons two and a half full days to clean. Without additional evidence in the form of work orders, invoices or receipts, I cannot accept these costs; they are not supported by the evidence provided. In my opinion reasonable cleaning costs are \$480 for the disposal of the personal belongings (2 persons x 8 hours x \$30/hour) and \$480 for the cleaning (2 persons x 8 hours x \$30/hour).

The applicant is also seeking relief of \$240 related to dumping fees for eight trips to the dump to dispose of the personal belongings and garbage. I find this expense to be reasonable.

#### Wall repair and painting

There is considerable damage to wall surfaces in the apartment. The check-in inspection indicates only minor scuffs and scratches and the check-out inspection indicates holes in the bedroom and hallway. The photographs show numerous holes and damaged areas. It is clear that significant repair and painting is required. However, without additional evidence in the form of work orders, invoices or receipts, I can not accept costs of \$3600 to patch and paint the apartment. Taking into account the depreciation of the paint and reasonable costs of material and labour, I find reasonable repair costs to be \$2500.

#### Light Fixtures

The requirement to replace the three missing/broken light fixtures is supported by the inspection reports and photographic evidence. I find the replacement costs of \$150 reasonable.

Doors

The replacement of two interior doors and an entrance door is supported by the inspection reports and the photographic evidence. I find the interior door cost of \$400 and the entrance door cost of \$1000 reasonable.

Storage fees

There is no evidence that any of the tenant's personal property was stored by the landlord. The relief sought of \$200 was posted on the same day the tenant vacated the premises. There is no evidence of any agreement between the parties for storage nor was there any Inventory of abandoned personal property filed with a rental officer. The relief of \$200 is denied.

Administration fee and GST

I find the 15% administration fee applied to the cleaning and repair costs to be reasonable. I have recalculated them based on the adjusted relief ordered.

I find the interest on the security deposit to be \$1.68. Applying the security deposit and accrued interest first to the rent arrears and penalties for late rent, I find rent arrears and penalties for late rent to be \$5857.50 and the repair and cleaning cost to be \$6339.38 calculated as follows:

Security deposit	(685.00)
Interest	(1.68)
Rent arrears & penalties	<u>6544.18</u>
Subtotal	\$5857.50
Repair & cleaning	<u>6339.38</u>
Total	\$12,196.88

An order shall issue requiring the respondent to pay the applicant rent arrears and penalties for late rent of \$5857.50 and repair and cleaning costs of \$6339.38.

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Hal Logsdon  
Rental Officer