

IN THE MATTER between **NTHC**, Applicant, and **EW and CW**, Respondents.

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:

NTHC

Applicant/Landlord

-and-

EW and CW

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 3, 2018

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: JS, representing the applicant
AB, representing the applicant

Date of Decision: May 3, 2018

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the applicant/landlord against EW and CW as the respondents/tenants was filed by the Rental Office January 2, 2018. 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 respondents by email deemed received February 5, 2018, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondents had left the rental premises in an unclean condition. An order was sought for payment of the costs for cleaning.

A hearing was scheduled for May 3, 2018, in Yellowknife. JS and AB appeared representing the applicant. EW and CW were served with notice of the hearing by email deemed received February 5, 2018, pursuant to subsection 4(4) of the Regulations. The respondents did not appear at the hearing, nor did anyone appear on their behalf. The hearing proceeded in the respondents' absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The applicant's representatives testified and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing April 1, 2012. The respondents vacated the rental premises, ending the tenancy agreement July 12, 2017. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Cleaning

An exit inspection of the rental premises was conducted on July 7, 2017, during which it was documented that the carpets in the dining/living room and the three bedrooms was not adequately cleaned. The applicant's representatives elaborated at hearing that all the carpets had been soiled in one fashion or another and required steam cleaning. The respondents were charged \$462 for the steam cleaning, against which a remaining security deposit credit of \$31.52 was applied, leaving a balance owing of \$430.46. On November 29, 2017, the respondents acknowledged their remaining debt to the applicant in writing.

I am satisfied the carpets were left in a less-than-ordinary state of cleanliness at the end of the tenancy and required steam cleaning. I find the respondents liable to the applicant for costs of cleaning in the amount of \$430.46.

Order

An order will issue requiring the respondents to pay costs of cleaning in the amount of \$430.46.

Adelle Guigon
Rental Officer