

IN THE MATTER between **NTHC**, Applicant, and **KA**, 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:

NTHC

Applicant/Landlord

-and-

KA

Respondent/Tenant

AMENDED 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 KA as the respondent/tenant 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 respondent by email deemed received February 4, 2018, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondent had repeatedly failed to pay rent, had accumulated rental arrears, and had caused damages to the rental premises. An order was sought for payment of the rental arrears, payment of the costs for repairs, termination of the tenancy agreement, and eviction.

A hearing was scheduled for May 3, 2018, in Yellowknife. JS and AB appeared representing the applicant. KA was served notice of the hearing by email deemed received February 4, 2018, pursuant to subsection 4(4) of the Regulations. The respondent did not appear at the hearing, nor did anyone appear on the respondent's behalf. The hearing proceeded in the respondent's 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 May 22, 2015. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The lease balance statements and statements of account (rent documents) entered into evidence represent the landlord's accounting of monthly assessed rents and payments received against the respondent's rent account. All rents have been subsidized and are currently assessed at \$80 per month. Either insufficient payments or no payments were received in eight of the last 12 months of the tenancy.

I am satisfied the rent documents accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay the rent when due and has accumulated rental arrears in the amount of \$140.

Repairs and cleaning

On May 23, 2017, the respondent was transferred from one unit to another pursuant to paragraph 3 of the written tenancy agreement. A tenant damage statement was prepared claiming the following repairs and cleaning:

Full clean of rental premises	\$450.00
Removal and disposal of garbage and debris	\$300.00
Replacement of one bedroom door and two closet doors	\$575.00
Re-connection of smoke detector	\$20.00
Replacement of screen door panel	\$400.00
Replacement of window blinds	\$290.00
Repair of closet trim	\$30.00
Replace one door stopper	\$8.00
Patching and painting of holes in walls	\$360.00
Sub-total	\$2,433.00
10% admin fee	\$243.30
5% GST	\$133.82
TOTAL	\$2,810.12

*Note: The tenant damages statement incorrectly calculated the totals.

With respect to the full clean and removal/disposal of garbage and debris, the exit inspection report does not specify what was unclear except to say in the comments "full clean required". The photographs provided present a two-bedroom premises that appears ordinarily clean for the most part, excepting that the interior of the refrigerator and oven had not been cleaned, the exterior of the toilet required minor wiping, the living room floor needed to be swept, and some of the baseboards hadn't been wiped. A pair of boots, a large rug, a garbage bag, a dish cloth, three small containers, a broom, two pieces of clothing, a deconstructed shoe box, and a large teddy bear constituted the garbage and debris left in the rental premises.

I find it difficult to rationalize the cleaning and disposal depicted in the photographs costing \$750. The average cost for a professional cleaner in Yellowknife to clean a two-bedroom apartment ranges from \$250 to \$400 depending on the extent of cleaning required. The amount of garbage/debris left behind would barely fill a standard 8-foot pick-up truck, and residential land-fill fees are \$10 per load. To my mind, the landlord's claim for cleaning and disposal costs is unreasonable and unjustified. The tenant is not required to maintain the rental premises to a professional standard of cleanliness, they are only required to maintain it to an ordinary standard of cleanliness. The above identified items were not maintained to an ordinary standard of cleanliness and as such I am satisfied the landlord incurred a cost to clean those items for which the tenant should be held responsible. I am prepared to grant four hours of cleaning and one hour of labour to dispose of the garbage/debris at a rate of \$25 per hour for a total of \$125. Receipts for land-fill tipping fees were not entered into evidence and therefore will not be allowed.

The inspection reports and photographs support the applicant's claims for all the remaining repairs listed above. I am satisfied the respondent is responsible for the identified damages and cleaning. I find the respondent liable to the applicant for costs of repairs and cleaning in the total amount of \$2,088.24, calculated as follows:

<u>Partial clean of rental premises</u>	<u>\$100.00</u>
Removal and disposal of garbage and debris	\$25.00
Replacement of one bedroom door and two closet doors	\$575.00
Re-connection of smoke detector	\$20.00
Replacement of screen door panel	\$400.00
Replacement of window blinds	\$290.00
Repair of closet trim	\$30.00
Replace one door stopper	\$8.00
Patching and painting of holes in walls	\$360.00
<u>Sub-total</u>	<u>\$1,808.00</u>
<u>10% admin fee</u>	<u>\$180.80</u>
<u>5% GST</u>	<u>\$99.44</u>
<u>TOTAL</u>	<u>\$2,088.24</u>

After moving into her current rental premises, the respondent incurred two additional charges. The first was in November 2017 to change the locks at her request, for which she was charged \$69.30. The second was in March 2018 when she called maintenance to unclog her toilet, for which she was charged \$69.30. The applicant provided work orders into evidence in support of the respective call outs for service and associated costs. I am satisfied the respondent is responsible for both incidents and I find the respondent liable to the applicant for total costs associated with these repairs in the amount of \$138.60.

Payments have been received against the above costs of repairs and cleaning to date in the total amount of \$435. This will be accounted for in an order to pay for costs of repairs and cleaning.

Termination of the tenancy agreement and eviction

In light of the respondent's repeated failure to pay her rent in full when due, I am satisfied conditional termination of the tenancy agreement and eviction are justified dependent on the respondent paying the rental arrears in full and paying her future rent on time.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$140;
- requiring the respondent to pay her future rent on time;
- requiring the respondent to pay costs of repairs in the amount of \$1,791.84;
- terminating the tenancy agreement August 31, 2018, unless the rental arrears are paid in full and the rents for June, July, and August are paid on time; and
- evicting the respondent from the rental premises September 1, 2018, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer