

IN THE MATTER between **NTHC**, Applicant, and **MP**, 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-

MP

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 17, 2018

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: DD, representing the applicant

Date of Decision: June 18, 2018

REASONS FOR DECISION

An application to a rental officer made by IHA on behalf of the NTHC as the applicant/landlord against MP as the respondent/tenant was filed by the Rental Office January 22, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was personally served on the respondent February 28, 2018.

The applicant alleged the respondent had caused damages to the rental premises and had left the rental premises in an unclean condition. An order was sought for payment of costs for repairs and cleaning.

A hearing was scheduled for May 17, 2018, by three-way teleconference. DD appeared representing the applicant. MP was personally served notice of the hearing February 28, 2018. 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 representative testified and provided evidence establishing a residential tenancy agreement between the parties for subsidized public housing commencing June 30, 2011. The respondent vacated the rental premises, effectively ending the tenancy August 18, 2017. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Security deposit

A security deposit of \$1,301.01 was retained at the end of the tenancy and applied first against rental arrears of \$498.94. The remaining balance of \$802.07 was retained against claimed costs for repairs and cleaning.

Repairs and cleaning

An entry inspection report dated June 30, 2011, was entered into evidence establishing the condition of the rental premises at the commencement of the tenancy. An exit inspection report was not entered into evidence, but photographs taken during the exit inspection were entered into evidence. An invoice with a list of claimed repairs and cleaning costs was entered into evidence. A further breakdown of claimed 'cleaning' costs was provided after the hearing, which actually included costs for removal and disposal of interior and exterior garbage and debris (which I classify as cleaning), cleaning the interior of the rental premises (which I classify as cleaning), and painting walls (which I classify as repairs).

Damages

The claims for the following damages were substantiated in the photographic evidence and the costs for repairs were found to be reasonable and were allowed:

Replace four missing and damaged interior doors	\$960.00
Replace one missing phone jack	\$60.00
Repair, patch, and paint walls throughout	\$1,696.00
Repair and re-hang bent radiator covers	\$45.00
Replace towel bar	\$55.00
Replace and repair four window screens	\$220.00
Replace two door stops	\$90.00
Replace one door trim	\$50.00
Total (*Note: 10% admin fees and 5% GST to be added later)	\$3,176.00

Cleaning

The evidence supported the applicant's claim that five smaller truck loads of garbage and debris was removed from the interior and exterior of the rental premises and disposed of at the local solid waste facility (SWF). The claim of \$30 per load for dumping fees is substantiated as reasonable by referencing the SWF on-line schedule of dumping fees. Costs for dumping fees of \$150 are allowed.

In the invoice of repairs and cleaning, one line item was included to remove left over items from inside and outside at a cost of \$210. In the subsequent 'cleaning' costs breakdown another claim was made for removal and disposal of garbage from inside and out of the unit of \$300. There being no rationale for two separate and differing charges for apparently the same work, the lesser charge of \$210 is allowed. The \$300 charge is denied.

The 'cleaning' costs breakdown claimed five hours for two people to clean the interior of the rental premises. Based on the photographic evidence, I am satisfied this claim is reasonable. The breakdown further claimed a cleaning rate of \$50 per hour per person, which I am not satisfied is reasonable. The average hourly rate for housecleaning services in the Northwest Territories is \$25 per person and that is the rate I am prepared to allow. Costs for cleaning the interior of the rental premises in the amount of \$250 is allowed.

The 'cleaning' costs breakdown also included a \$50 charge for removal and disposal of a vehicle that had been left in the yard. I am satisfied this claim is reasonable and will allow it.

Allowed costs

The allowed costs of repairs and cleaning, less the remaining security deposit, are summarized as follows:

Repairs as identified in the above table	\$3,176.00
Removal and disposal of interior and exterior garbage/debris	\$360.00
Interior cleaning throughout	\$250.00
Removal and disposal of vehicle	\$50.00
Sub-total	\$3,836.00
10% admin fee	\$383.60
5% GST	\$210.98
Sub-total	\$4,430.58
Less remaining security deposit	\$802.07
Total	<u>\$3,628.51</u>

Order

An order will issue requiring the respondent to pay costs of repairs and cleaning in the amount of \$3,628.51.

Adelle Guigon
Rental Officer