

IN THE MATTER between **CF**, Applicant, and **YHA**, 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:

CF

Applicant/Tenant

-and-

YHA

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 27, 2018
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	CF, applicant AB, representing the respondent TC, witness for the respondent
<u>Date of Decision:</u>	June 27, 2018, and August 4, 2018

REASONS FOR DECISION

An application to a rental officer made by CF as the applicant/tenant against YHA as the respondent/landlord was filed by the Rental Office March 15, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the respondent April 6, 2018.

The tenant alleged that the landlord had failed to register the proper vehicle for a parking stall, resulting in the improper towing of the vehicle, and the tenant disputed charges for cleaning walls at a former rental premises. An order was sought for compensation for towing fees, and for a reversal or reduction of the cleaning charges.

A hearing was scheduled for June 27, 2018, in Yellowknife. CF appeared as applicant. AB appeared representing the respondent, with TC appearing as a witness for the respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing October 18, 2016. The tenant was transferred from one rental premises to another rental premises pursuant to paragraph 3 of the written tenancy agreement on or about December 21, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Cleaning

An exit inspection of the first rental premises was conducted on December 21, 2017. It noted several deficiencies to the rental premises, however, it was acknowledged by the landlord that the premises was old and scheduled for renovations. The only item the tenant was held accountable for was to clean the walls in the living room. The tenant did not dispute that he had not cleaned the walls in the living room, but did dispute the amount being claimed by the landlord for cleaning.

The move-out statement dated January 21, 2018, claimed \$325 plus administration fees and GST for costs to clean the walls. When queried why such a high rate was being claimed, the landlord's representative submitted emails between her colleagues suggesting that the walls were not just unclean, "there was nasal mucus on the walls". The tenant vehemently disputed this claim. The exit inspection report made no mention of what the walls were dirty with, only that the walls were "unclean".

While I am satisfied that the living room walls required cleaning, and I am satisfied that the tenant accepts responsibility for cleaning the walls, I am not satisfied on a balance of probabilities that the walls required such substantial cleaning as to warrant the amount claimed by the landlord. To my mind it should have taken two cleaners no more than two hours to clean the walls in the one room, and to that end I find the tenant liable to the applicant for costs to clean the walls in the total amount of \$57.75.

Parking

The decision regarding the issue of the tenant's vehicle being towed from the residential complex parking lot was reserved by me in order to consider and review the evidence and testimony provided at hearing.

Over the course of the tenancy there was a lot of back and forth with registering and changing registered vehicles for the tenant's assigned parking stall. Throughout the back and forth, the landlord consistently applied the established procedures for registering and changing vehicles assigned to parking stalls. The tenant was fully aware of what those procedures are, and clearly complied with them in every instance. When the tenant transferred to the current rental premises he followed the known procedure and requested a new parking stall assignment. He was assigned parking stall 3E for the vehicle that was registered at the time, the Explorer. The tenant's claim that he specifically requested a different vehicle, the Focus, be registered in the new stall seems unlikely given the tenant's established awareness of the procedures for registering vehicles to assigned parking stalls.

Regardless, the issue at hand is not really about whether or not the proper vehicle was parked in the proper parking stall. It is about whether or not the vehicle that was towed was properly towed and whether or not the tenant is liable for the towing fees. The evidence confirms that the tenant's Focus was parked at stall 3F on January 2, 3, 4, and 5, 2018, and that a warning notice was placed on the vehicle each of those days. When the Focus remained in that parking stall as of January 7, 2018, it was towed.

The Focus, regardless of whether or not it was meant to be the vehicle registered to the tenant's assigned parking stall, was not parked at the tenant's assigned parking stall. The tenant was fully aware of which parking stall was assigned to him, and the tenant is responsible for ensuring the vehicle is parked at the assigned parking stall, and the tenant is aware of the consequences for parking a vehicle at the wrong parking stall. In the circumstances, I am satisfied the vehicle was legitimately towed for being parked in an unauthorized parking stall, and I am satisfied that the towing fees are the tenant's liability. The tenant's application for compensation for the towing fees is denied.

Order

An order will issue requiring the tenant to pay to the landlord cleaning costs in the amount of \$57.75.

Adelle Guigon
Rental Officer