

IN THE MATTER between **NPRLP**, Applicant, and **MC**, 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:

**NPRLP**

Applicant/Landlord

-and-

**MC**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 27, 2018

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** CDL, representing the applicant  
MC, respondent

**Date of Decision:** June 27, 2018

### **REASONS FOR DECISION**

An application to a rental officer made by NPRLP as the applicant/landlord against MC as the respondent/tenant was filed by the Rental Office April 6, 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 April 16, 2018, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

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

A hearing was scheduled for June 27, 2018, in Yellowknife. CDL appeared representing the applicant. MC appeared as respondent.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing March 15, 2015. The respondent admitted that on December 7, 2017, she had moved out of the rental premises, leaving it in the care of someone she thought she could trust, which it turned out was a mistake. An official assignment of the tenancy agreement was not requested. The friend eventually vacated the rental premises, and the respondent gave up possession, effectively ending the tenancy February 22, 2018. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

#### *Rental and utilities arrears*

The resident ledgers entered into evidence represent the landlord's accounting of monthly rents, late payment penalties, and payments received against the respondent's rent account. Rent was established at \$1,745 per month. The late payment penalties were calculated in accordance with the Act and Regulations. The last payment received against the respondent's rent account was recorded December 22, 2017, in the amount of \$2,500. The security deposit of \$873.78 was retained by the applicant against the rental arrears.

Included in the resident ledgers were two charges for electricity usage for December 2017 and February 2018. The respondent's friend was supposed to have paid those bills and when she didn't they were transferred by Northland Utilities to the applicant. The applicant paid the bills and charged them back to the respondent.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging the debt and accepting responsibility for it.

I am satisfied the resident ledgers accurately reflect the current status of the respondent's rent account. I find the respondent has accumulated rental and utilities arrears in the total amount of \$5,412.29.

*Damages and uncleanliness*

The applicant entered into evidence an entry inspection report dated March 15, 2015, an exit inspection report dated February 22, 2018, and 123 photographs of the rental premises taken during the exit inspection. The applicant claimed costs for the following:

Removal and storage of abandoned personal property	\$260.00
Removal and disposal of garbage and debris	\$810.00
Labour to remove and dispose of garbage and debris	\$640.00
Repair refrigerator door	\$100.00
Replace kitchen and hallway light fixtures	\$82.00
Patch and paint walls	\$710.00
Replace/repair four window blinds	\$330.00
Repair baseboard in living room	\$100.00
Replace five light bulbs	\$10.00
Replace one outlet cover	\$5.00
Repair chipped bathroom sink	\$25.00
Replace/repair four interior doors	\$490.00
Replace interior door knobs	\$30.00
Replace one window screen	\$50.00

Replace exterior door closure	\$100.00
Labour to effect repairs	\$640.00
Replace nine keys	\$225.00
Cleaning throughout	\$1,200.00
Sub-total	\$5,807.00
Admin fee	\$871.05
GST	\$290.35
<b>Total</b>	<b>\$6,968.40</b>

After reviewing the materials, the respondent identified two items in dispute: the light fixtures in the kitchen and hallway, and the patching and painting of the wall and ceiling in the hallway. The respondent testified that there had been a water leak which caused the damages to the hallway wall and ceiling, and seeped out through the kitchen and hallway light fixtures. The light fixtures were removed during the inspection regarding the leak. The applicant's representative agreed that the respondent should not be held responsible for the associated repairs. The parties agreed to deduct \$182 from the costs of repairs.

Three issues were identified by me:

The applicant claimed \$810 for 18 dump runs at \$45 per run, and \$640 for the labour to load the truck with the garbage and debris from the rental premises to take it to the dump. No receipts were provided for tipping fees to substantiate the \$45 per run claimed for the dump runs themselves.

While the inspection reports and photographs do depict a good amount of garbage and debris amongst the abandoned personal property, by no means is there 18 dump runs worth of it. At the most, the amount of garbage and debris for disposal looks to have been the equivalent of no more than five standard sized pick-up trucks. There is no evidence that the applicant's labourers used anything other than a standard sized pick-up truck to make the dump runs, in which case the tipping fees for residential waste would have been \$10 per load.

I buy that it took two labourers eight hours to haul the garbage and debris out of the rental premises and make five trips to the dump to dispose of it, but I do not buy that skilled labourers would have been used to do the work. I expect unskilled general labourers were used, and without evidence to the contrary I believe it unlikely that unskilled general labourers would earn \$50 per hour.

I am prepared to allow \$50 for the dump runs. I am prepared to allow eight hours for two unskilled labourers at \$25 per hour each for the labour to remove and dispose of the garbage and debris, amounting to \$400. The total allowed for removal and dump disposal of the garbage and debris from the rental premises is \$450.

The applicant claimed \$1,200 for 15 hours for two cleaners to clean the rental premises. No invoices for cleaning services were entered into evidence. Based on the significant uncleanliness of the rental premises as depicted in the photographs, I buy that it may very well have taken two cleaners 15 hours to return the premises to an ordinary state of cleanliness. However, the applicant claimed \$40 per hour per cleaner, and in my experience the average hourly rate per house cleaner runs at approximately \$25. Without evidence that the applicant actually paid their cleaners \$40 per hour, and without evidence of the costs of cleaning materials, I am not prepared to allow cleaning charges at \$40 per hour per cleaner. I am prepared to allow \$25 per hour per cleaner and 15 hours to clean the rental premises, for total cleaning charges in the amount of \$750.

The allowed claims for repairs and cleaning are as follows:

Removal and storage of abandoned personal property	\$260.00
Removal and disposal of garbage and debris	\$50.00
Labour to remove and dispose of garbage and debris	\$400.00
Repair refrigerator door	\$100.00
Patch and paint walls	\$610.00
Replace/repair four window blinds	\$330.00
Repair baseboard in living room	\$100.00
Replace five light bulbs	\$10.00
Replace one outlet cover	\$5.00

Repair chipped bathroom sink	\$25.00
Replace/repair four interior doors	\$490.00
Replace interior door knobs	\$30.00
Replace one window screen	\$50.00
Replace exterior door closure	\$100.00
Labour to effect repairs	\$640.00
Replace nine keys	\$225.00
Cleaning throughout	\$750.00
Sub-total	\$4,175.00
15% Admin fee	\$626.25
5% GST	\$240.06
<b>Total</b>	<b><u>\$5,041.31</u></b>

*Orders*

An order will issue:

- requiring the respondent to pay rental and utilities arrears in the amount of \$5,412.29; and
- requiring the respondent to pay costs of repairs and cleaning in the amount of \$5,041.31.

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Adelle Guigon  
Rental Officer