

IN THE MATTER between **NPRLP**, Applicant, and **BM**, 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-

**BM**

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

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

### **REASONS FOR DECISION**

An application to a rental officer made by NPRLP as the applicant/landlord against BM as the respondent/tenant was filed by the Rental Office April 13, 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 27, 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 arrears and payment of costs for repairs and cleaning.

A hearing was scheduled for June 27, 2018, in Yellowknife. CDL appeared representing the applicant. BM was served notice of the hearing by email deemed received April 27, 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 evidence was presented establishing a residential tenancy agreement between the parties commencing December 22, 2017. The respondent vacated the rental premises, ending the tenancy April 6, 2018. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

#### *Rental 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 \$1,495 per month. Late payment penalties were calculated in accordance with the Act and Regulations. The last payment made against the respondent's rent account was recorded February 23, 2018, in the amount of \$1,548.

A transfer fee of \$100 included in the resident ledger was deducted from the balance owing as such a fee is not considered rent.

I am satisfied the adjusted resident ledgers accurately reflect the current status of the respondent's rent account. I find the respondent has accumulated rental arrears in the amount of \$3,450.26.

### *Repairs and cleaning*

The applicant claimed costs for repairs and cleaning as follows:

|   |                 |
|---|-----------------|
| Repair peeling paint on hallway wall        | \$80.00         |
| Repair peeling paint on master bedroom door | \$30.00         |
| Labour to effect repairs                    | \$50.00         |
| Carpet steam cleaning                       | \$250.00        |
| Cleaning throughout                         | \$240.00        |
| Sub-total                                   | \$650.00        |
| Admin fee                                   | \$97.50         |
| GST   | \$32.50         |
| <b>Total</b>                                | <b>\$780.00</b> |

The entry inspection report completed December 22, 2017, identified the walls as having been newly painted and the carpets as having pre-existing stains. The exit inspection report completed April 6, 2018, identified two areas on the hallway wall where paint was peeling, one area on the master bedroom door where paint was peeling, and that the carpets required cleaning.

Without evidence to the contrary, it seems unlikely to me that the respondent could be responsible for doing anything to cause the paint to peel, and more likely to me that the paint was peeling either due to poor materials being used or improperly applied, or excessive condensation in the area. The applicant's representative had no direct knowledge or photographs of the condition of the walls and door. I am not satisfied the respondent is responsible for the condition of the hallway wall or the master bedroom door. The applicant's claim for repairs to the walls and door is denied.

The exit inspection report does not elaborate on the nature of uncleanliness of the carpet, simply identifying without explanation as to why that the “carpets need steam cleaning.” The applicant’s representative had not direct knowledge or photographs of the condition of the carpets. The respondent is only obligated to maintain the ordinary cleanliness of the rental premises, and in the case of carpets that just means regularly vacuuming the carpets. Any staining of the carpet or introduction of pets into the rental premises would constitute damages to the carpet requiring steam cleaning. No pets were alleged to have been at the rental premises. There was no evidence that the carpets were stained beyond what was pre-existing. I am not satisfied the respondent is responsible for steam cleaning the carpets. The applicant’s claim for steam cleaning costs is denied.

The applicant claimed cleaning costs for three hours of work for two cleaners at \$40 per hour per cleaner. Based on the exit inspection report, I am satisfied the respondent failed to return the rental premises to an ordinary state of cleanliness, and I am satisfied that the required cleaning likely would have taken two cleaners three hours to complete. However, without evidence to support the applicant’s claim that they paid their cleaners \$40 per hour each, or evidence of the costs of cleaning materials, I am not satisfied that \$40 per hour per cleaner is fair. In my experience, the average hourly rate for house cleaners in the Northwest Territories is approximately \$25 per hour, and that is the most I am prepared to allow the applicant to claim without evidence to the contrary. I find the respondent liable to the applicant for cleaning costs in the amount of \$150, plus a 15 percent admin fee and 5 percent GST, for a total amount of \$181.13.

#### *Orders*

An order will issue requiring the respondent to pay rental arrears in the amount of \$3,450.26, and requiring the respondent to pay cleaning costs in the amount of \$181.13.

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Adelle Guigon  
Rental Officer