

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

MA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 10, 2018

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: CDL, representing the applicant
NA, representing the applicant

Date of Decision: July 10, 2018

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the applicant/landlord against MA as the respondent/tenant was filed by the Rental Office April 20, 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 June 23, 2018, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

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

A hearing was scheduled for July 10, 2018, in Yellowknife. CDL and NA appeared representing the applicant. MA was served notice of the hearing by email deemed received June 23, 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 October 11, 2017. The respondent abandoned the rental premises, effectively ending the tenancy July 5, 2018. The applicant's representative withdrew their request for termination of the tenancy agreement and eviction, and instead requested an order for payment of costs for repairs and cleaning in addition to the payment of rental arrears. 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 \$1,340 per month. Late payment penalties were calculated in accordance with the Act. The last payment received against the respondent's rent account was recorded October 6, 2017, in the amount of \$360. The security deposit of \$1,340.49 was retained against the rental arrears.

I am satisfied the 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 \$7,784.03.

Repairs and cleaning

The entry inspection report completed October 12, 2017, and the exit inspection report completed July 5, 2018, were entered into evidence. They documented a small paint chip in the master bedroom wall caused by a sticker, and that the premises had not been left in an ordinary state of cleanliness. A claim was made for repairs and cleaning as follows:

Repair wall in master bedroom	\$50.00
Cleaning throughout	\$80.00
Steam cleaning carpet	\$200.00
Replace laundry card	\$50.00
Sub-total	\$380.00
Admin fee	\$57.00
GST	\$19.00
Total	\$456.00

The exit inspection report did not identify any damages to the carpet which would necessitate steam cleaning. The applicant's representative could not say that she observed any stains in the carpet. While I am satisfied the carpets likely required vacuuming, I am not satisfied the carpets required steam cleaning.

The tenant is obligated to maintain the ordinary cleanliness of the rental premises, which in the case of carpets means vacuuming on a regular basis. Steam cleaning would only be necessary if the carpets had been stained or the tenant kept pets in the premises or some form of damage occurred to the carpets which steam cleaning would remedy. There is no evidence of such damage in this case. It was agreed that vacuuming would have taken one cleaner no more than one hour to complete, and that fair compensation for the work and materials (i.e. the vacuum) would be \$30 per hour. The claim of \$200 for steam cleaning is denied, but \$30 is allowed for vacuuming.

The remainder of the costs are allowed as claimed. The allowed costs for repairs and cleaning are as follows:

Repair wall in master bedroom	\$50.00
Cleaning throughout	\$80.00
Vacuuming the carpet	\$30.00
Replace laundry card	\$50.00
Sub-total	\$210.00
15% Admin fee	\$31.50
5% GST	\$12.08
Total	<u>\$253.58</u>

Order

An order will issue requiring the respondent to pay rental arrears in the amount of \$7,784.03 and requiring the respondent to pay costs of repairs and cleaning in the amount of \$253.58.

Adelle Guigon
Rental Officer