

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

NA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 25, 2018

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: JS, representing the applicant

Date of Decision: July 25, 2018

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the applicant/landlord against NA as the respondent/tenant was filed by the Rental Office May 30, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was deemed served on the respondent by registered mail sent to the respondent's last known address, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The applicant alleged the respondent had caused damages to the rental premises and 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 July 25, 2018, in Yellowknife. JS appeared representing the applicant. NA was deemed served notice of the hearing by registered mail sent to the respondent's last known address, pursuant to subsection 71(5) of the Act. The telephone number on file for the respondent was no longer in service. No email address was provided for the respondent. 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 Act.

Tenancy agreement

The applicant's representative testified and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing January 24, 2012. The respondent abandoned the rental premises, effectively ending the tenancy May 8, 2018. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Repairs and cleaning

An exit inspection report was prepared and photographs were taken of the rental premises May 8, 2018. The entry inspection report, exit inspection report, and photographs were submitted into evidence to support the applicant's claims for costs of repairs and cleaning as follows:

Cleaning throughout	\$650.00
Removal of abandoned furniture	\$120.00
Patching walls	\$810.00
Replacing light bulbs	\$48.00
Replacing electrical covers	\$48.00
Replacing/repairing curtain rods	\$150.00
Replacing sink stoppers	\$13.00
Repairing butter tray and cover in fridge	\$30.00
Repairing exhaust fan and light covers	\$40.00
Replacing one oven rack	\$60.00
Repairing door trim	\$100.00
Replacing door stoppers	\$16.00
Repairing/replacing window screens	\$150.00
Sub-total	\$2,235.00
10% Admin fee	\$223.50
5% GST	\$122.93
Total	<u>\$2,581.43</u>

I am satisfied based on the evidence presented that all of the claims for repairs are made out. I am satisfied that the respondent failed to return the rental premises at the end of the tenancy in an ordinary state of cleanliness justifying a charge for cleaning costs, however, I am not satisfied that the \$650 claimed for this work is reasonable.

The rental premises is a three-bedroom townhouse without carpets. The photographs reflect a premises that required ordinary cleaning only, nothing extraordinary, and because there are no carpets then no steam cleaning was required. I allowed the applicant's representative to submit after the hearing an invoice from the contract cleaners the landlord uses for such purposes to justify the costs claimed for cleaning. The applicant's representative did provide the invoice and it was in fact for \$450, not \$650 as claimed. Upon discovering this, the

applicant's representative took the initiative to prepare an amended move-out statement and tenant damage statement. I am satisfied the costs of cleaning the rental premises amounted to \$450, and I am satisfied that this amount is reasonable in the circumstances.

The allowed claims for repairs and cleaning are as follows:

Cleaning throughout	\$450.00
Removal of abandoned furniture	\$120.00
Patching walls	\$810.00
Replacing light bulbs	\$48.00
Replacing electrical covers	\$48.00
Replacing/repairing curtain rods	\$150.00
Replacing sink stoppers	\$13.00
Repairing butter tray and cover in fridge	\$30.00
Repairing exhaust fan and light covers	\$40.00
Replacing one oven rack	\$60.00
Repairing door trim	\$100.00
Replacing door stoppers	\$16.00
Repairing/replacing window screens	\$150.00
Sub-total	\$2,035.00
10% Admin fee	\$203.50
5% GST	\$111.93
Total	<u>\$2,350.43</u>

Order

The applicant retained the remaining security deposit amount of \$867.03 against the costs of repairs and cleaning which will be accounted for in an order to pay. An order will issue requiring the respondent to pay costs of repairs and cleaning in the amount of \$1,483.40.

Adelle Guigon
Rental Officer