

IN THE MATTER between **F.S.**, Applicant, and **J.S.**, 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 **Hal Logsdon**, Rental Officer,

BETWEEN:

F.S.

Applicant/Landlord

-and-

J.S.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 26, 2018

Place of the Hearing: Fort Smith, NT via teleconference

Appearances at Hearing: C.S., representing the applicant
A.D., representing the respondent
G.F., representing the respondent

Date of Decision: September 26, 2018

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on June 18, 2018 when the respondent vacated the rental premises. The applicant retained the security deposit and interest (\$61.40) applying it to cleaning costs (\$310) leaving a balance of cleaning costs payable to the applicant of \$248.60. The applicant sought an order requiring the respondent to pay that amount.

The respondent's representative disputed the amount. He acknowledged that the fridge and stove required cleaning but disputed the need to clean any more than had been done as the unit was scheduled to be renovated and painted. The respondent testified that he was told this when he attended the premises to clean and help the respondent vacate.

The applicant provided a work order outlining the cleaning work that was undertaken. The work order indicated that 10 hours of labour were required at \$31/hour. The work was completed by a contractor.

The parties agreed that an order requiring the payment of \$109 would be reasonable. Accordingly, with the consent of both parties, an order shall issue requiring the respondent to pay the applicant cleaning costs of \$109.

Hal Logsdon
Rental Officer