

IN THE MATTER between **AR**, Applicant, and **FRHA**, 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, regarding a rental premises located within the **hamlet of Fort Resolution in the Northwest Territories**.

BETWEEN:

AR

Applicant/Tenant

- and -

FRHA

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to subsection 18.1(b) of the *Residential Tenancies Act*, the Respondent/Landlord must return to the Applicant/Tenant a portion of the security deposit in the amount of \$303.34 (three hundred three dollars thirty-four cents).

DATED at the City of Yellowknife in the Northwest Territories this 8th day of March 2019.

Adelle Guigon
Rental Officer

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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:

AR

Applicant/Tenant

-and-

FRHA

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: January 10, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AR, Applicant/Tenant
MU, representing the Respondent/Landlord

Date of Decision: January 10, 2019

REASONS FOR DECISION

An application to a rental officer made by AR as the Applicant/Tenant against FRHA as the Respondent/Landlord was filed by the Rental Office November 15, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Resolution, Northwest Territories. The filed application was served on the Respondent by email deemed received January 5, 2019, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The Tenant alleged the Landlord had retained a portion of the security deposit against a disputed claim for cleaning costs. An order was sought for the return of the portion of the security deposit that was retained.

A hearing was scheduled for January 10, 2019, by three-way teleconference. AR appeared as the Applicant/Tenant. MU appeared representing the Respondent/Landlord.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties commencing August 9, 2016, and ending July 2, 2018. I am satisfied a valid tenancy agreement was in place in accordance with the *Residential Tenancies Act* (the Act).

Security deposit and cleaning costs

The security deposit of \$1,250 was paid by the Tenant August 9, 2016. Interest was not accounted for by the Landlord, but I calculate applicable security deposit interest at \$1.10.

The Landlord retained \$330.84 of the security deposit at the end of the tenancy for costs to clean the entire rental premises, including steam cleaning the bedroom carpets.

The parties agreed that an exit inspection of the rental premises was conducted on July 3, 2018. The Tenant had a friend participate in the exit inspection on her behalf. The entry and exit inspection reports were entered into evidence.

The Tenant disputed that any additional cleaning of the rental premises was required, other than to the stove. The Tenant provided text messages between her and her friend which support her testimony that the premises had been adequately cleaned but that the oven did require some more work to bring it to an ordinary state of cleanliness. She also maintained that the carpets had been properly and regularly vacuumed throughout the tenancy and that they were not stained or otherwise damaged. The Tenant was prepared to pay a reasonable amount for cleaning the stove and oven, but disputed responsibility for any other cleaning.

The exit inspection report corroborates the Tenant's testimony. It documents that only the stove and oven was unclean. No reference was made to the condition of the carpets other than that they were good. Comments were included saying "need wipe down, oven, cupboards, tub, bathroom, unit in good condition."

The Landlord's representative claimed that 12 hours of cleaning was required, but could not elaborate on why and could not contradict the exit inspection report, which she herself completed.

I am satisfied that the exit inspection report accurately reflects the condition of the rental premises at the end of the tenancy. Excepting the stove and oven, I am not satisfied that the rental premises was left in anything other than an ordinary state of cleanliness and as such there is no justification for charging the tenant for costs of cleaning and for steam cleaning the carpets. To my mind, and by agreement of the Landlord's representative, a reasonable amount to charge for cleaning the stove and oven is \$27.50.

I find the Landlord has improperly retained a portion of the security deposit in the amount of \$303.34. An order will issue requiring the Landlord to return that amount to the Tenant.

Adelle Guigon
Rental Officer