

IN THE MATTER between **BB and FB**, Applicants, and **BCSCPL**, 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:

BB and FB

Applicants/Tenants

-and-

BCSCPL

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: February 5, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: BB, Applicant/Tenant
TK, representing the Respondent/Landlord

Date of Decision: February 5, 2019

REASONS FOR DECISION

An application to a rental officer made by BB and FB as the Applicants/Tenants against BCSCPL as the Respondent/Landlord was filed by the Rental Office December 14, 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 registered mail signed for January 4, 2019.

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

A hearing was scheduled for February 5, 2019, in Yellowknife. BB appeared as Applicant/Tenant and on behalf of FB. TK appeared representing the Respondent/Landlord.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing September 1, 2014. The Tenants terminated the tenancy agreement in accordance with the *Residential Tenancies Act* (the Act) and vacated the rental premises November 30, 2018. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Cleaning

Entry and exit inspection reports were entered into evidence by the Landlord at hearing. The Tenant included photographs they took at the end of the tenancy as part of their application, and the Landlord submitted photographs they took at the end of the tenancy at the hearing. The Tenant's photographs were wide-angled and of poor quality. The Landlord's photographs were up-close, clear, and showed details.

The Tenant claimed that they hired not one but two cleaners to clean the premises in their absence: one before the exit inspection was conducted and one after the exit inspection was conducted due to the results of the exit inspection. No documentary evidence was entered supporting the hiring of either cleaner. Based on the photographs, I believe it is likely that at least one cleaner may have attended the premises but limited their efforts to a very basic cleaning of some appliances, the bathroom, and the flooring.

The Landlord testified, and the photographs and exit inspection report corroborate, that the walls, baseboards, cupboards, stove and drawer, and washer and dryer had not been adequately cleaned. The Landlord submitted an invoice from their cleaner for “partial move out clean” in the amount of \$350, which is \$100 more than what was retained from the Tenants’ security deposit.

If the Tenants did hire cleaners to clean the premises in their absence, it appears that those cleaners did not do the job they were hired to do. The Tenant may wish to take that issue up with those cleaners.

I am not satisfied that the Tenants returned the rental premises to the Landlord’s possession in an adequate state of ordinary cleanliness. I am satisfied that all the requirements were met for the Landlord to retain the portion of the security deposit that they did for the cleaning costs. The Applicants/Tenants claim for the return of the portion of the security deposit is denied.

Adelle Guigon
Rental Officer