

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

MB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 3, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: JS, representing the Applicant
KW, representing the Applicant
MB, Respondent

Date of Decision: July 20, 2019

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the Applicant/Landlord against MB as the Respondent/Tenant was filed by the Rental Office May 3, 2019. 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 deemed served June 5, 2019, 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 had 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 3, 2019, in Yellowknife. JS and KW appeared representing the Applicant. MB appeared as Respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing June 17, 2019. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Repairs and cleaning

Paragraph 3 of the written tenancy agreement provides for the transfer of a tenant from one unit in the subsidized public housing stock to another without ending the existing tenancy agreement. On January 16, 2019, the Respondent was transferred from an apartment in Lanky Court. While the Respondent took possession of the new premises at that time, she did not release possession of the Lanky Court premises until February 7, 2019. The Respondent used that time to move her personal belongings but was unable to clean the Lanky Court premises.

The entry and exit inspection reports and photographs were entered into evidence in support of the Applicant's claims for the following repairs and cleaning:

Cleaning throughout	\$650.00
Removal and disposal of fridge, garbage, and debris	\$195.00
Removal and replacement of all carpets	\$2,400.00
Patching walls throughout	\$1,800.00
Repair hole in linoleum	\$85.00
Replace window screens	\$150.00
Replace electrical covers	\$16.00
Replace light globes	\$40.00
Repair kitchen cabinets	\$130.00
Replace fridge	\$930.00
Replace one interior door	\$200.00
Replace door stoppers	\$32.00
Replace closet door knob	\$60.00
Sub-total	\$6,688.00
10% Admin Fee	\$668.80
5% GST	\$367.84
Total	<u>\$7,724.64</u>

Only two of the claims were disputed by the Respondent, both of which I myself had questions. They were with regard to the replacement of the carpets and the refrigerator.

Carpets

The Applicant claimed \$2,400 for the removal and replacement of the carpets. They based this amount on an invoice they received from the building owner for that work. While the photographs do depict carpets that had not been vacuumed and were very dirty, there was no evidence to support that the carpets were damaged beyond normal wear and tear.

Additionally, the Applicant was unsure how old the carpets actually were, but estimated they would be at least 8 to 10 years old. The average useful life of residential carpets is 10 years. Even if there were substantive damages or staining to the carpets to justify their replacement, the depreciated value of such replacement would be considered and in this case there would be no cost to the Tenant for the replacement of the carpet given their estimated age.

Given the unclean condition of the carpets that the Respondent left them in, I am prepared to grant the Applicant costs associated with vacuuming and professionally steam cleaning the carpets. There was debate on what the value of professional steam cleaning would be given there were no invoices available for that work. I determined to canvas local cleaning companies for their steam cleaning price lists to develop a resource list of average professional steam cleaning costs, and from that I would decide the amount to charge the Respondent for the steam cleaning of the carpets at the rental premises. That research resulted in an average cost to steam clean carpets in a three-bedroom apartment of \$190. Add to that \$50 for vacuuming, and I find the Respondent liable to the Applicant for cleaning the carpets in the amount of \$240.

Refrigerator

The Applicant's representatives testified that when they entered the rental premises on February 7, 2019, to conduct the exit inspection they found the fridge had been left unplugged for a lengthy period of time resulting in items in the fridge and freezer spoiling to such a degree that the interior sanitation of the fridge could not be recovered. This included a muskrat found in the freezer. The stench from within the fridge/freezer was so extensive that they could not open the doors to even attempt to clean it.

The Respondent denied that she or anyone she had helping her had unplugged the fridge, and seemed confused as to how it could have happened. However, given that the Applicant did not have possession of the premises prior to February 7th and that the refrigerator clearly had been unplugged for at least several days at that point, I find the Respondent responsible for the condition of the refrigerator and responsible for the costs for its replacement.

The Applicant claimed \$930 to replace the refrigerator, but acknowledged that amount as representing the full replacement value. Their records indicated that the fridge was seven years old. The average useful life of refrigerators is 15 years. The Respondent is only liable for the depreciated value based on the remaining eight years of useful life, which corresponds to approximately 53 percent of \$930. I am prepared to grant the Applicant depreciated costs to replace the refrigerator in the amount of \$492.90.

I am satisfied the Respondent is responsible for the claimed damages and uncleanliness. I find the Respondent liable to the Applicant for the cost of repairs and cleaning as follows:

Cleaning throughout	\$650.00
Removal and disposal of fridge, garbage, and debris	\$195.00
Vacuuming and steam cleaning carpets	\$240.00
Patching walls throughout	\$1,800.00
Repair hole in linoleum	\$85.00
Replace window screens	\$150.00
Replace electrical covers	\$16.00
Replace light globes	\$40.00
Repair kitchen cabinets	\$130.00
Replace fridge (depreciated cost)	\$492.90
Replace one interior door	\$200.00
Replace door stoppers	\$32.00
Replace closet door knob	\$60.00
Sub-total	\$4,090.90
10% Admin Fee	\$409.09
5% GST	\$225.00
Total	<u>\$4,724.99</u>

Order

An order will issue requiring the Respondent to pay costs of repairs and cleaning in the amount of \$4,724.99.

Adelle Guigon
Rental Officer