

IN THE MATTER between **NTHC**, Applicant, and **AM**, 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 **Janice Laycock**, Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

AM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 10, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant

Date of Decision: March 10, 2021

REASONS FOR DECISION

An application to a rental officer made by the YHA on behalf of the NTHC as the Applicant/Landlord against AM as the Respondent/Tenant was filed by the Rental Office January 29, 2021. 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 on February 17, 2021, by registered mail.

The Applicant claimed that the Respondent had caused damages to their former rental premises. An order was sought for payment of the cost for repairs.

A hearing was held on March 10, 2021, by three-way teleconference. PS appeared representing the Applicant. The Respondent, AM, did not appear. As the Respondent failed to appear at the hearing after receiving sufficient notice of it, the hearing proceeded in their absence as provided for under section 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was presented establishing a written residential tenancy agreement between the parties for subsidized public housing beginning on April 29, 2019, and continuing month to month. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Cleaning

According to the testimony of the Applicant's representative, the Respondent moved from one apartment to another on October 22, 2020. The Applicant carried out an exit inspection of the former premises on November 9, 2020. The Applicant provided photographs, a copy of the entry and exit inspection reports, and an estimate of the costs for repairs of damages based on the final inspection titled "November 09-20, Re: Tenant Damages BD5437, AM".

Although the Applicant's claim is for damages, according to the estimate only cleaning was required and claimed as follows:

- \$575 professional carpet clean - According to the addendum to the tenancy agreement titled "Your move out check list", the Respondent was required to steam clean all of the carpets. It is clear from the Applicant's testimony and the photographs provided that this was not done and needed to be done prior to moving new tenants into this unit.

- \$60 clean the kitchen sink - According to the photographs provided as evidence by the Applicant the sink was not cleaned and further work was required. I questioned the cost to do this and the Applicant explained that this was the minimum call out cost to bring someone into the unit to do the work.

The claimed costs for cleaning are:

Carpet cleaning	\$575.00
clean kitchen sink	<u>\$60.00</u>
Subtotal	\$635.00
Admin fees 10%	\$63.50
GST 5%	<u>\$34.93</u>
TOTAL	<u><u>\$733.43</u></u>

The estimate also includes a charge of \$120 for cleaning toilets and sinks. The Applicant explained that this charge was not included in the total amount charged to the Tenant, and it is clear in the estimate that it was not.

According to the lease balance statement provided as evidence, as of March 1, 2021, the Respondent had made payments of \$440.00, reducing the amount owing to \$293.43.

Based on the testimony and evidence provided I am satisfied that the Respondent is responsible for further cleaning and that the costs claimed are reasonable. After my review of the costs claimed and payments made, I find that the Respondent owes a total of \$293.43 for costs related to cleaning.

Orders

An order will be issued requiring the Respondent to pay the costs for cleaning in the amount of \$293.43 (p. 45(4)(d)).

Janice Laycock
Rental Officer