

IN THE MATTER between **NTHC**, Applicant, and **DG and AN**, Respondents.

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-

DG and AN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: March 10, 2022

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MH, representing the Applicant
DG, the Respondent

Date of Decision: March 26, 2022

REASONS FOR DECISION

An application to a rental officer made by SHHA on behalf of the NTHC as the Applicant/Landlord against DG and AN as the Respondents/Tenants was filed by the Rental Office February 4, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Sachs Harbour, Northwest Territories. The filed application was personally served on the Respondents February 16, 2022.

The Applicant alleged the Respondents had accumulated rental arrears and had left the rental premises in an unclean condition. An order was sought for payment of rental arrears and payment of costs for cleaning.

A hearing was held March 10, 2022, by three-way teleconference. MH appeared representing the Applicant. DG appeared as the Respondent and on behalf of AN.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing January 18, 2018. The Respondents vacated the rental premises, ending the tenancy August 27, 2021. I am satisfied a valid tenancy agreement was in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The lease balance statements entered into evidence represent the Landlord's accounting of monthly rents and payments received against the Respondents' rent account. All rents were subsidized and last assessed at \$790 per month. The last payment received against the rent account was recorded April 8, 2021, in the amount of \$1,000. The security deposit of \$500.94 was retained against the rental arrears.

The Respondent did not dispute the accuracy of the Landlord's account of rental arrears, acknowledging the debt and accepting responsibility for it.

I am satisfied the lease balance statements accurately reflect the current status of the Respondents' rent account. I find the Respondents have repeatedly failed to pay the rent and have accumulated rental arrears in the amount of \$6,142.06.

Cleaning

An entry inspection report was not provided, the Applicant's representative confirming at hearing that it did not appear that the housing manager at the time completed one. An exit inspection report was provided, although the only reference in that document to any uncleanliness anywhere on the property was to identify stains on the bedroom carpets. Seven photographs taken some time within the first two weeks after the Respondents vacated the premises are inadequate in establishing the true extent of uncleanliness to the property or premises. A statement of costs was provided claiming the unit was "left in a unclean state" and that they had to shampoo the rug, clean the appliances and rooms, and had to remove a lot of garbage from the yard.

The Respondent agreed that they had left the premises in an unclean condition as described in the statement of costs and that there would have been a lot of work to do. He further acknowledged that the carpets were not well taken care of and would require deep cleaning. Carpet cleaning equipment was not available in the community at any rate, but the Respondent confirmed that they did not try to clean the carpets by hand. The Respondent did express some concern as to the unusually high dollar amount being claimed for cleaning costs.

The statement of costs provided four line items: three lines were for the labour conducted by the Foreman, a Labourer, and two Casual Employees, and one line was for cleaning supplies, broken down as follows:

Description	Hours	Rate	Total
Foreman	37.5	\$50.38	\$1,889.25
Labourer	29.5	\$40.38	\$1,191.21
Casuals	19.5	\$37.38	\$728.91
Cleaning Supplies			\$75.00
Total			<u>\$3,884.37</u>

The Applicant explained that the hours claimed were to clean the entire premises and the yard. The Applicant further explained that because neither the community nor the local housing organization owned a carpet cleaning machine that the four workers had to shampoo the carpets by hand.

It was agreed that a fair representation of the hours spent specifically on vacuuming and then hand-washing the carpets would be equivalent to about one-third of the total hours claimed. The Applicant confirmed that the Foreman and Labourer helped the Casual Employees with the carpet cleaning, as well as completed the remainder of the cleaning and garbage disposal.

While it was conceded at hearing that if the Tenants had maintained the ordinary cleanliness of the carpets during the tenancy they might not have been responsible for shampooing the carpet at the end of the tenancy, the fact is that they did not do so and therefore are responsible for the carpet cleaning. It is unfortunate that there is no carpet cleaning machine in the community that could have been used, as this would have reduced the labour significantly.

That being said, while the labour involved in hand-washing the carpets is intensive, I felt that it was a job for which a Foreman and Labourer would be overqualified and that it would be unfair to the Tenant to claim the Foreman's and Labourer's full hourly rate against the carpet cleaning hours. In an effort to provide some form of balance to the equation, it was agreed to apply the Casual Employees' hourly rate rounded up to \$38 per hour to one-third of the Foreman's and Labourer's hours representative of the time spent on carpet cleaning. This changes the amounts claimed as follows:

Description	Hours	Rate	Total
Carpet Cleaning			
Foreman	12.5	\$38.00	\$475.00
Labourer	10.0	\$38.00	\$380.00
Casuals	6.5	\$37.38	\$242.97
All Other Cleaning			
Foreman	25.0	\$50.38	\$1,259.50
Labourer	19.5	\$40.38	\$787.41
Casuals	13.0	\$37.38	\$485.94
Cleaning Supplies			\$75.00
Total			<u>\$3,705.82</u>

The resulting total is an admittedly negligible difference, but the Respondent agreed it was not unreasonable given the circumstances and accepted the variation. The Respondent did question whether the other cleaning included anything to do with sewage that had spilled in the yard for which the Respondent is not responsible or with removal of steel bars from the yard which were left over from transporting the modular home to the community. The Applicant confirmed after the hearing that those items were not included in the claimed cleaning charges.

I am satisfied the Respondents are responsible for leaving the rental premises in an unclean condition and that the varied costs of cleaning are reasonable in the circumstances. I find the Respondents liable to the Applicant for the costs of cleaning the premises in the amount of \$3,705.82.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$6,142.06 (p. 41(4)(a)); and
- requiring the Respondents to pay costs for cleaning in the amount of \$3,705.82 (p. 45(4)(d)).

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The Respondent agreed that they had left the premises in an unclean condition as described in the statement of costs and that there would have been a lot of work to do. He further acknowledged that the carpets were not well taken care of and would require deep cleaning. Carpet cleaning equipment was not available in the community at any rate, but the Respondent confirmed that they did not try to clean the carpets by hand. The Respondent did express some concern as to the unusually high dollar amount being claimed for cleaning costs.

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Total			<u>\$3,884.37</u>

The Applicant explained that the hours claimed were to clean the entire premises and the yard. The Applicant further explained that because neither the community nor the local housing organization owned a carpet cleaning machine that the four workers had to shampoo the carpets by hand.

It was agreed that a fair representation of the hours spent specifically on vacuuming and then hand-washing the carpets would be equivalent to about one-third of the total hours claimed. The Applicant confirmed that the Foreman and Labourer helped the Casual Employees with the carpet cleaning, as well as completed the remainder of the cleaning and garbage disposal.

While it was conceded at hearing that if the Tenants had maintained the ordinary cleanliness of the carpets during the tenancy they might not have been responsible for shampooing the carpet at the end of the tenancy, the fact is that they did not do so and therefore are responsible for the carpet cleaning. It is unfortunate that there is no carpet cleaning machine in the community that could have been used, as this would have reduced the labour significantly.

That being said, while the labour involved in hand-washing the carpets is intensive, I felt that it was a job for which a Foreman and Labourer would be overqualified and that it would be unfair to the Tenant to claim the Foreman's and Labourer's full hourly rate against the carpet cleaning hours. In an effort to provide some form of balance to the equation, it was agreed to apply the Casual Employees' hourly rate rounded up to \$38 per hour to one-third of the Foreman's and Labourer's hours representative of the time spent on carpet cleaning. This changes the amounts claimed as follows:

Description	Hours	Rate	Total
Carpet Cleaning			
Foreman	12.5	\$38.00	\$475.00
Labourer	10.0	\$38.00	\$380.00
Casuals	6.5	\$37.38	\$242.97
All Other Cleaning			
Foreman	25.0	\$50.38	\$1,259.50
Labourer	19.5	\$40.38	\$787.41
Casuals	13.0	\$37.38	\$485.94
Cleaning Supplies			\$75.00
Total			<u>\$3,705.82</u>

The resulting total is an admittedly negligible difference, but the Respondent agreed it was not unreasonable given the circumstances and accepted the variation. The Respondent did question whether the other cleaning included anything to do with sewage that had spilled in the yard for which the Respondent is not responsible or with removal of steel bars from the yard which were left over from transporting the modular home to the community. The Applicant confirmed after the hearing that those items were not included in the claimed cleaning charges.

I am satisfied the Respondents are responsible for leaving the rental premises in an unclean condition and that the varied costs of cleaning are reasonable in the circumstances. I find the Respondents liable to the Applicant for the costs of cleaning the premises in the amount of \$3,705.82.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$6,142.06 (p. 41(4)(a)); and
- requiring the Respondents to pay costs for cleaning in the amount of \$3,705.82 (p. 45(4)(d)).

Adelle Guigon
Rental Officer