

IN THE MATTER between **HS and AG**, Applicants, and **PB**, 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 **city of Yellowknife in the Northwest Territories**;

BETWEEN:

**HS and AG**

Applicants/Landlords

-and-

**PB**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 30, 2022

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** HS, the Applicant  
AG, the Applicant

**Date of Decision:** December 16, 2022

### **REASONS FOR DECISION**

An application to a rental officer made by HS and AG as the Applicants/Landlords against PB as the Respondent/Tenant was filed by the Rental Office October 19, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the Respondent November 16, 2022.

The Applicants alleged the Respondent had repeatedly failed to pay rent, including utilities, in full when due, had caused damages to the rental premises, and had failed to adequately clean the premises upon vacating. An order was sought for payment of the rental arrears and utilities arrears, and payment of costs for repairs and cleaning.

A hearing was held November 30, 2022, by three-way teleconference. HS and AG appeared as the Applicants/Landlords. PB was personally served with notice of the hearing November 16, 2022. The Respondent did not appear at the hearing, nor did anyone appear on the Respondent's behalf. The hearing proceeded in their absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

#### **Tenancy agreement**

Evidence was presented establishing a residential tenancy agreement between the parties commencing October 18, 2018. The Respondent vacated the rental premises, ending the tenancy June 30, 2022. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

#### **Rental arrears and utilities arrears**

The written tenancy agreement established the monthly rent at \$1,500 plus utilities. Invoices and ledgers entered as evidence represent the Landlord's accounting of the monthly rent and utilities throughout the tenancy. Since September 2019, there were 21 months in which not enough was paid to cover the rent and utilities.

The security deposit was appropriately retained against the accumulated rental arrears, but the Landlord did not account for the interest earned on the security deposit. The security deposit of \$900 was paid on October 10, 2018, resulting in the interest up to June 30, 2022, amounting to \$1.14.

I am satisfied the ledgers accurately reflect the current status of the Respondent's rent and utilities account. I find the Respondent liable to the Applicant for rental arrears and utilities arrears in the total amount of \$12,365.81. After deducting the total security deposit of \$901.14, the remaining balance owing for rental arrears and utilities arrears is \$11,464.67.

### **Damages and uncleanliness**

The Applicants provided photographic evidence of the condition of the premises at the end of the tenancy, which supported their testimony that a bedroom window was broken and that the premises had not been returned to an ordinary state of cleanliness prior to the Tenant vacating.

#### Window

The Applicants testified that, during the winter months, the Respondent's daughter had left the bedroom window partially open and when it froze that way she blocked the draft with a towel, which in turn froze into the window. When efforts were made to thaw the window and close it properly, the window cracked.

I am satisfied the Respondent is responsible for the damage caused to the bedroom window and is liable to the Applicants for its repair. By the time of the hearing, the Landlord had not yet had the window repaired, and at this point the repairs would not be able to be effected until the Spring.

The Applicants were tasked with obtaining quotes from local window supply companies so that I could assess a fair and reasonable cost for repairs. Four quotes were provided, but one was from a property restoration specialist who estimated costs at a substantially higher amount and included "overhead/profit/admin" costs. The quote from the property restoration specialist was not considered in my assessment of costs.

The remaining three quotes were from local window supply companies and included materials and labour for the removal of the broken window and installation of the replacement window. The average of those three quotes amounts to \$1,816.50, which I am satisfied is a fair and reasonable amount for the required repairs.

I find the Respondent liable to the Applicants for costs of replacing the bedroom window in the amount of \$1,816.50.

### Cleaning

The photographs provided by the Applicants support their claim that the Respondent had not adequately cleaned the premises upon vacating. It is clear that the appliances were not cleaned, the floors were not swept and mopped, and the walls, counters, and cabinets were not cleaned. Some items, garbage, and debris were also left behind.

The Landlords testified to spending several hours over several days cleaning the premises and bringing it to a condition that their new Tenant could move in to. The new Tenant was scheduled to move in July 1<sup>st</sup>, but because of the condition of the premises they could not move in until approximately July 15<sup>th</sup>, resulting in the Landlords losing half a month's rent. Because the Landlords did the cleaning themselves, they do not have any receipts or invoices to claim, but I agree that they are entitled to some form of compensation.

Based on resources collected from previous Rental Officer hearings, the approximate costs for local professional cleaners to do a move-out clean of a 1-bedroom apartment ranges from \$190 to \$285. Given the Landlords did this cleaning themselves, I am satisfied \$285 is reasonable compensation for their work.

I am satisfied the Respondent failed to maintain the ordinary cleanliness of the rental premises. I am further satisfied that as a result of failing to maintain the ordinary cleanliness of the rental premises that the Landlords suffered the loss of half a month's rent. I find the Respondent liable to the Applicants in the amounts of \$285 for cleaning and \$800 for lost rent, totalling \$1,085 for losses suffered as a direct result of the Tenant's breach of their obligation to maintain the ordinary cleanliness of the rental premises.

### **Orders**

An order will issue:

requiring the Respondent to pay rental and utilities arrears in the total amount of \$11,464.67 (p. 41(4)(a), p. 45(4)(d)); and

requiring the Respondent to pay costs of repairs and cleaning in the total amount of \$2,901.50 (p. 42(3)(e), p. 45(4)(d)).

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Adelle Guigon  
Rental Officer