

IN THE MATTER between **NTHC**, Applicant, and **ES**, 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:

**NTHC**

Applicant/Landlord

-and-

**ES**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>January 11, 2023</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>PS, representing the Applicant GB, ICMP, on behalf of the Respondent</b>
<b><u>Date of Decision:</u></b>	<b>February 7, 2023</b>

### **REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of the NTHC as the Applicant/Landlord against ES as the Respondent/Tenant was filed by the Rental Office July 12, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application and addendum to the application were personally served on the Respondent December 1, 2022.

The Applicant alleged the Respondent had accumulated rental arrears, had caused damages to the rental premises, and had left the rental premises in an unclean condition. An order was sought for payment of the rental arrears, and for payment of the costs for repairs and cleaning.

A hearing scheduled for September 8, 2022, was postponed at the request of the Applicant. The hearing was rescheduled and held January 11, 2023, by three-way teleconference. PS appeared representing the Applicant. ES was served with notice of the rescheduled hearing by email, deemed received December 5, 2022. The Respondent did not appear at the hearing, but GB appeared as the Respondent's ICMP and agreed to speak as best he could for the Respondent.

#### **Tenancy agreement**

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing September 15, 2021. A notice to terminate the tenancy July 29, 2022, was given to the Tenant under section 54(1) of the *Residential Tenancies Act* (the Act), which it appears the Tenant complied with although he did not notify the Landlord of his departure. The Applicant confirmed the Tenant vacated on August 5, 2022. I am satisfied a valid tenancy agreement was in place in accordance with the Act, and I am satisfied that the tenancy ended effective July 29, 2022.

#### **Rental arrears**

The lease balance statement entered into evidence represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. The rent for July was not subsidized and was assessed at the maximum rent of \$1,625 prorated for 29 days to \$1,520. A credit balance of \$84 reduced the outstanding rent to \$1,436. The security deposit of \$1,625.10 was retained against the rental arrears, resulting in a remaining security deposit credit of \$189.10.

### Repairs and cleaning

The entry and exit inspection reports for the rental premises were provided, dated at September 15, 2021, and August 5, 2022, respectively. Photographs of the rental premises taken during the exit inspection were also provided. A quote from the property owner, N, for costs of repairs and cleaning was provided in support of the following costs being claimed:

Carpet cleaning	\$535.00
Cleaning apartment	\$550.00
Replace apartment door and frame	\$2,400.00
Rehang closet door	\$150.00
Patch and paint holes in walls	\$700.00
Replace patio door hardware	\$200.00
Replace living room blinds	\$400.00
Replace three sink stoppers	\$150.00
Replace towel rod	\$100.00
Replace two interior doors	\$800.00
Replace one receptacle and one light switch	\$200.00
Replace one bedroom window	\$1,000.00
Replace one window screen	\$150.00
Sub-total	\$7,335.00
10% Admin Fee	\$733.50
5% GST	\$403.43
<b>Total</b>	<b>\$8,471.93</b>

The ICMP confirmed having spoken with the Respondent regarding this application and reported that the Respondent did not seem to be disputing his responsibility for the claimed damages and uncleanliness, but raised concerns for the amounts being claimed for the costs of repairs and cleaning. In my review of the file preliminary to the hearing, I had also formed questions regarding the values being claimed for some of the charges.

### *Carpet cleaning*

The ICMP questioned why the Respondent was being charged for carpet cleaning, and whether the Respondent is responsible for carpet cleaning by default. I confirmed that under subsection 45(2) of the Act the Tenant is responsible for maintaining the ordinary cleanliness of the rental premises, and that vacuuming the carpets on a regular basis would be the minimum requirement to meet that obligation. Carpet cleaning or steam cleaning would only become required if the carpets had not been vacuumed during the tenancy, if pets were kept in the premises, or if the carpets had been stained, for example.

The Landlord claimed that the requirement to steam clean the carpets formed part of the tenancy agreement signed by the Tenant as referenced in the attached move-out checklist. The move-out checklist was not attached to the tenancy agreement that was provided in the application package. The Landlord was granted the opportunity to provide that list before a decision was made with respect to the carpets. The check list that was provided is titled "Your Move Out Check List" with a form creation date of June 2008. Nowhere is that list identified as an addendum or appendix to the written tenancy agreement. There appears to be two sets of initials in the left-hand margin, but nowhere on the list does it identify whose initials they are, nor is the list dated for when it was initialled. The list does include reference next to "Carpets" saying "Steam clean all carpets."

Section 12 of the Act provides for additional rights and obligations to be included in a written tenancy agreement as long as they are not inconsistent with the Act. That section goes on to establish that additional obligations cannot be enforced unless they are reasonable in all circumstances. Rules concerning the tenant's use, occupancy, or maintenance of the rental premises must be reasonable in all circumstances, in writing, and made known to the tenant.

Subsection 45(1) of the Act elaborates on Section 12 by specifying that the Tenant must comply with additional obligations that are included in a written tenancy agreement, including rules of the landlord that are reasonable in all circumstances.

Being a separate document from the written tenancy agreement, the checklist does not constitute additional obligations as contemplated under section 12. The checklist could be considered a set of rules concerning the tenant's maintenance of the rental premises given it is set out in writing and been made known to the tenant, and I am prepared to accept it as such. However, the requirement to steam clean when there is no demonstrated need for steam cleaning is unreasonable because it exceeds the ordinary cleanliness threshold set out under subsection 45(2) of the Act.

The exit inspection report does not document the carpets as not being vacuumed, nor does it document any stains or debris. The provided photographs only show portions of the carpets, as they were focussed primarily on other damages. What is visible does not show any obvious staining or grime to the carpets, and otherwise does not show enough of the carpets to assess their overall level of cleanliness. I cannot be satisfied that the carpets were not in an ordinary state of cleanliness, let alone in any condition warranting carpet cleaning. As such, the claim for carpet cleaning costs of \$535 is denied.

#### *General cleaning*

The exit inspection report documented that the kitchen counter top, stove, fridge, and sink were dirty and that a wall in the second bedroom was scuffed. The notes in the exit inspection report confirmed that the unit “was emptied and no personal items left behind”. The provided photographs corroborate what is documented in the exit inspection report, but otherwise the remainder of the apartment appears to be adequately cleaned to an ordinary state.

The reasonableness of the claimed costs of \$550 to clean the premises was raised by the ICMP. The Landlord confirmed that this was the normal or usual rate the property owner charges for basic unit cleanings, and that if the premises had been left in a bad condition then the cost would be significantly higher. While I can accept that basic cost of \$550 for a unit that hasn’t been cleaned at all, I cannot be satisfied that it is reasonable to charge the full basic cleaning rate to the tenant when the evidence indicates that only part of the premises was not adequately cleaned.

The rental premises is an apartment with effectively five rooms: two bedrooms, a bathroom, a kitchen, and a dining/living room. I am satisfied that two rooms were not adequately cleaned: the kitchen and the second bedroom. Reasonable compensation for cleaning those two rooms amounts to 40 percent of the full basic cleaning costs, which works out to \$220.

I am satisfied the Respondent failed to ordinarily clean two of the five rooms of the rental premises upon vacating. I find the Respondent liable for cleaning costs in the amount of \$220.

#### *Apartment door and frame*

There was no dispute as to the Tenant’s responsibility for damaging the apartment door, but the ICMP questioned the costs claimed for replacing them. The ICMP was present at other similar hearings where the claims for costs to replace the apartment door had been half of what is being claimed in this application and the ICMP requested clarification of the difference.

The Applicant was granted the opportunity to obtain a detailed accounting from the property owner of the actual costs to replace the apartment door. The property owner provided an invoice from their contractor for replacement of a similar door at a similar but different apartment complex as representative of the actual costs to replace the apartment door. That invoice amounted to costs at least \$800 more than what is being claimed in this application. As such, I am satisfied that the \$2,400 claimed to replace the apartment door and repair the door frame is reasonable. The costs to replace and repair the door and frame in the amount of \$2,400 is allowed.

#### *Living room blinds*

The exit inspection report documents that the living room blinds had been removed and stored in the storage room, but does not indicate whether or not the blinds were in fact damaged. The provided photographs show the vertical blinds in the storage room, but not with any detail to establish the condition of the vertical blinds.

The Applicant testified that during the exit inspection it appeared to him that the blinds had been damaged and were no longer useable. The claimed charge of \$400 appears to be for the replacement and installation of the blinds.

There was no evidence to suggest that the depreciated value of the original blinds was taken into account. The Applicant was granted an opportunity to confirm the age of the original blinds with the property owner, who advised that the blinds were installed five years ago. The average useful life for vertical blinds is estimated at 10 years. Given the Landlord had benefited from the use of the blinds for half of that time before they were damaged, the Tenant would be liable for 50 percent of the replacement cost.

I am satisfied the Respondent is responsible for damaging the living room blinds. I find the Respondent liable for 50 percent of the costs to replace the living room blinds in the amount of \$200.

All the remaining claims for repairs are undisputed, and I am satisfied based on the exit inspection report and photographs that the Respondent is responsible for causing those damages. I am also satisfied that the costs claimed for those repairs are reasonable.

Accounting for the security deposit credit, I find the Respondent liable for the costs of repairs and cleaning as follows:

Cleaning kitchen and one bedroom	\$220.00
Replace apartment door and frame	\$2,400.00
Rehang closet door	\$150.00
Patch and paint holes in walls	\$700.00
Replace patio door hardware	\$200.00
Replace living room blinds (depreciated)	\$200.00
Replace three sink stoppers	\$150.00
Resecure towel rod	\$100.00
Replace two interior doors	\$800.00
Replace one receptacle and one light switch	\$200.00
Replace one bedroom window	\$1,000.00
Replace one window screen	\$150.00
Sub-total	\$6,270.00
10% Admin Fee	\$627.00
5% GST	\$344.85
<b>Total</b>	<b>\$7,241.85</b>
Less Security Deposit Credit	\$189.10
<b>Remaining Balance</b>	<b><u>\$7,052.75</u></b>

### Order

An order will issue requiring the Respondent to pay costs of repairs and cleaning in the amount of \$7,052.75.

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Adelle Guigon  
Rental Officer

