

IN THE MATTER between **DC and DC**, Applicants/Landlords, and **NUW**,
Respondent/Tenant and THE MATTER between **NUW**, Applicant/Tenant and **DC and DC**,
Respondents/Landlords;

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, regarding a
rental premises located within the **city of Yellowknife in the Northwest Territories**;

BETWEEN:

DC AND DC

Applicants/Respondents/Landlord

-and-

NUW

Respondent/Applicant/Tenant

REASONS FOR DECISION

Date of the Hearing: March 5, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AJS, PS, RS (TPM), representing the Landlord
MUW, representing the Tenant

Date of Decision: March 7, 2025

REASONS FOR DECISION

An application to a rental officer (file #18411), was made by DC and DC as the Applicant/Landlord against NW as the Respondent/Tenant was filed by the Rental Office September 10, 2024. The application from the Landlord was deemed served on the Tenant by email on September 22, 2024.

An application to a rental officer (file #18454), was also made by UWNKMR as the Applicant/Tenant against DC and DC. The filed application was personally served on the Landlord on November 28, 2024.

For clarity, as the parties are both Applicants and Respondents, for the remainder of these Reasons, I will refer to DC and DC and their agents as the Landlord and NW as the Tenant.

The Landlord claimed that at the end of their tenancy the Tenant had rental arrears owing, was responsible for costs for utilities, cleaning and repairs. They sought an order to pay rent owing, and pay other costs associated with outstanding utilities, cleaning and repairs.

In their application the Tenant mainly responded to the allegations in the Landlord's application, citing provisions relating to the return of the security deposit as well as breaches of the Landlords' obligations during their tenancy relating to provision of vital services and maintaining the unit in a good state of repair.

The applications were made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. As both applications dealt with the same agreement and rental premises, a common hearing was held.

A hearing was scheduled for October 30, 2024, by three-way teleconference. This hearing was rescheduled to December 11, 2024, at the request of the Rental Office, after the Tenant filed their application. The December 11, 2024 hearing was rescheduled to January 15, 2025, at the request of the Landlord. The January 15, 2025, hearing was rescheduled to January 29, 2025 at the request of the Landlord. The January 29, 2025, hearing was rescheduled to March 5, 2025 at the request of the Tenant.

A hearing was held in person on March 5, 2025. AJS, PS, RS from TPM appeared representing the Landlord. NW appeared representing the Tenant.

At the hearing I reserved my decision on claims for costs to clean, to thaw the water line, and for repairs at the end of the tenancy to consider testimony and review evidence.

Preliminary notes - for greater clarity

In their application the Landlord refers to the Tenant as NW. In their application, the Tenant referred to themselves as UWNKMR. In the signed tenancy agreement, the Tenant is NUW. The style of cause will be amended accordingly to be consistent with the tenancy agreement.

Tenancy agreement

The Landlord provided, as evidence, a copy of the written tenancy agreement for the period June 1, 2023, to May 31, 2024, and then continuing month to month. Rent was initially \$2,550 and went to \$2,650 in June 2024. In February 2024, notice was provided to the Tenant that the Landlord was planning to sell the property. The tenancy was terminated by agreement on July 15, 2024.

At the hearing, it was explained that prior to this sole tenancy agreement being signed, two other tenants had been included in discussions about the tenancy. However, for a variety of reasons, NUW requested that the other tenants be removed from the tenancy agreement and the tenancy continued as a sole tenancy with them alone.

I am satisfied a valid tenancy agreement was in place in accordance with the Act and this tenancy was terminated by agreement on July 15, 2024.

Rental arrears

In their application the Landlord claimed that the Tenant was responsible for prorated rent for May 2024, still owing \$163.56, and had accrued late payment penalties during their tenancy totalling \$49, leaving \$212.56 owing.

The Tenant explained that they had not moved into the rental unit until May 31, 2024, and had never agreed to pay any amount for May. However, they had ended up paying \$165 at the request of the Landlord and to maintain good relations. One of the other parties who were not on the current agreement had refused to pay rent for May, leaving the balance owing.

The Landlord argued that they had completed the entry inspection with the Tenant on May 26, 2024, and provided them the key to the unit. Also, when the Tenant asked for the tenancy agreement to be with them, alone, it was the Landlord's opinion that the Tenant took over responsibility for costs, including amounts outstanding for May's rent.

At the hearing, I suggested that as the Tenant had paid their share of May's rent, if there were further amounts due by the other parties for May (prior to the sole tenancy agreement), the other parties should be held responsible for their share. At this point, the Landlord's representative agreed to withdraw their claim for prorated rate for May 2024, as well as the late payment penalties of \$49. As a result, I find the Tenant had \$0 rent and late payment penalties owing at the end of their tenancy.

At the hearing, the Tenant, expressed regret at paying rent for May, prior to moving into the rental premises. They explained they did so at the request of the Landlord's representative to keep them from getting into trouble. However, they acknowledged that they had agreed to pay and were okay with the Landlord's resolution.

Tenant damages

In their application, the Landlord alleged the Tenant was responsible for costs totalling \$472.50 (including GST) to thaw water pipes, after a freeze up of the lines on January 1, 2024. They also claimed costs for repair of damages at the end of the tenancy totalling \$1,003.45 (including GST of \$39.38).

Thaw water pipes - the Landlord provided a copy of their invoice #154213 dated January 31, 2024, for \$472.50. At the hearing, they provided a copy of the invoice #11400 dated January 3, 2024 from Pick's Steam Ltd for this amount. They testified that when they came to the unit in response to the complaint, it appeared no one was living there and they found the switch to the pump had been turned off resulting in the freeze-up. They stated the pump may have been turned off by accident, perhaps by one of the kids.

At the hearing, I pointed out that the amount for thawing the pipes was charged twice, once on invoice #154313 dated January 31, 2024, and again in invoice #49304614 dated July 20, 2024, and \$945 was charged on their Move Out Statement dated July 15, 2024. I asked if Pick's had come in to thaw pipes on two occasions or if this was an error. It was agreed that this was an error and there should only be one charge for \$472.50

The Tenant testified that they were out of town during this period but the house was not empty, there was a respite worker along with a friend staying with the children. On New Year's Eve, the house had water at 9:30pm, but in the morning of January 1, 2024, there was no water. At this point, they called the Landlord, and the children were removed from the house because they could not stay there without water. A friend let the Landlord's maintenance staff in. Further, the Tenant explained that the switch for the water circulating pump is located in the closet of the master bedroom and they were not sure how it could have been turned off as they had locked their bedroom while they were away. The Respite worker slept in the living room not the bedroom.

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At the hearing, I reserved my decision in order to further consider the testimony of the parties. It is clear that the water wasn't working because the lines froze and the Landlord's representative observed the circulating pump had been turned off which had resulted in the freeze-up. Although the Tenant testified that the pump could not have been turned off because no one had access to the bedroom closet where the switch was located, they did not have direct knowledge of this, as they were not in town when the freeze-up occurred. The switch was either turned off while they were away, or perhaps by accident before they left, in either case, it is my opinion that they are responsible for the costs to thaw the lines.

I find the Tenant responsible for the costs to thaw the water lines in the amount of \$472.50.

Move out damages - In their application, the Landlord claimed costs totalling \$1,003.46 (including GST of \$39.38) to repair damages at move out including \$176.58 for shop supplies and \$787.50 for 10.5 hours of labour charged out at \$75/hour. They provided a copy of the entry and exit inspection report as evidence.

In their application, the Tenant provided extensive evidence to support allegations about the state of the rental unit when they moved in as well as during the tenancy, including the entry inspection and emails with the landlord seeking repairs and complaining about delays. They testified that the Landlord told them that they could seek other accommodation if they weren't satisfied with the condition.

The Tenant claimed that the unit was older and was in poor shape when they moved in. They had previously been offered a newer unit but this offer had been withdrawn at the last minute, and they felt they had no option but to proceed. Also, that many of the repairs were not completed until the end of the tenancy when the owner decided to sell the property. As we started to go through damages, they disputed costs to remove boards from entrance, or to repair cracks that were already there.

At the hearing, I explained that as their tenancy had been terminated, we could only deal with the Landlord's claim for costs to repair damages that were identified at the end of the tenancy. During their tenancy, they could have filed their own application relating to the state of repair of the rental unit or withholding vital services.

I expressed my concern with the lack of any evidence other than the inspection report to support the Landlord's claim, including any detail on the costs for materials or labour, that would allow the Tenant and myself to determine if the costs charged were reasonable. The Landlord testified that they had provided the inspection report and this should be sufficient to assess costs, they also testified they had provided videos and photos showing the condition of the rental unit with their application to the Rental Office, and this should also be considered.

I stated that I was not sure that any further discussion on repairs was helpful considering the lack of any detail on the costs for repairs. We might agree that there was damage caused by the Tenant but without any idea of cost, neither I nor the Tenant could adequately assess if it was reasonable or not. I did not think it fair to adjourn the hearing to a later date to allow the Landlord to provide further information to support their claim. The landlord had ample time to provide this information prior to the hearing and during the hearing.

I point out that this decision during the hearing was informed by the Landlord's statement that they typically only provided the inspection reports and that in their opinion this should be sufficient to support their claim.

However, considering the testimony about additional evidence, I agreed to reserve my decision in order to review any further evidence that had been provided to the Rental Office prior to the hearing. After the hearing, the administrator for the Rental Office checked and found no videos or photos or any further evidence had been provided as part of the Landlord's application.

After further consideration, and considering the lack of any detailed information to support their claim for costs to repair damages, I deny the Landlord's claim. In reviewing their claim, not only do I need to determine if there was damage caused by the Tenant, I also need to determine if the costs charged are reasonable. For instance, according to the entry inspection report there were paint patches on the walls/trim, on the exit inspection it notes there are lots of paint patches. Was there work to address an increase in paint patches? And if so what was the cost of materials and labour for this work? At the hearing, the Landlord mentioned work to repair siding damaged by the Tenant is expensive, but in their application did not provide specific costs to do this work. Again without some detail, I was unable to assess the reasonableness of the claim.

I am not satisfied based on the Landlord's testimony and evidence that the costs claimed to repair damages after the Tenant vacated the rental premises totalling \$1,003.46 are justified and reasonable and deny their claim.

Cleaning

The Landlord has claimed \$520.80 for cleaning the rental premises after the Tenant vacated the rental premises. They provided, as evidence, a copy of the invoice #375 from Cleanscene, which includes supplies and services rendered including "kitchen cleaning, bathroom's cleaning, bedrooms cleaning and common living area, etc." The exit inspection notes a number of areas that were dirty or needed cleaning and notes "tenant disagrees to cleanliness of house." The exit inspection is not signed by the Tenant.

At the hearing, the Landlord explained that for the most part the rental unit was clean and the additional cleaning was more of a spot cleaning to address some areas that weren't properly cleaned. They also provided a copy of an email from their realtor stating that when they did the walk through on the property, once it was vacated, it was recommended that some additional cleaning be performed "as the property was not left in a level of cleanliness that would suggest that it was "market or picture ready." At the hearing, the Landlord claimed that they had not applied this standard to the cleaning.

The Tenant testified and provided evidence that they had cleaned the unit after they moved out of the unit. They hired cleaners to assist them with the cleaning, pulling out appliances to clean. They provided photos showing the cleaners working and the condition of a variety of areas. They asserted that the rental unit was in better condition than when they moved in.

At the hearing, I reserved my decision to further review the evidence and testimony of the parties.

Under subsection 45(2) of the *Residential Tenancies Act* (the Act), the "tenant shall maintain the rental premises and all services and facilities provided by the landlord of which the tenant has exclusive use in a state of ordinary cleanliness." The Landlord has claimed that this standard was not met, this is reflected in the exit inspection report and they had to hire cleaners to do more work. Further, they provided an assessment by the realtor that the unit was not market or picture ready. The Tenant refused to sign the inspection report, as they didn't agree with this assessment, and has testified and provided evidence including photos documenting efforts to clean.

It is up to the party claiming the costs to prove their claim. Aside from the inspection report, noting areas needing cleaning, that was disputed by the Tenant, they have not provided any other evidence, such as photos, to support the allegation that the unit did not meet the standard of ordinary cleanliness. The realtor assessed the condition based on "market or picture ready", I think that this is a higher standard than ordinary cleanliness and their assessment does not provide any detail of the actual cleaning required.

I am not satisfied based on the Landlord's testimony and evidence that the costs claimed to clean the rental unit at move out totalling \$520.80 are justified and reasonable and deny their claim.

Utilities

The Landlord claimed that the Tenant had utilities owing and in their Invoice #49304614 dated July 20, 2024, listed the outstanding amount as \$423.73. This invoice was also included in

charges detailed in their Move Out Statement dated July 15, 2024.

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At the hearing, the Landlord testified that this amount had been paid in full by the Tenant.

Based on the evidence, I find the Tenant currently owes \$0 for utilities.

Security deposit

In their Move Out Statement dated July 15, 2024, the Landlord reported that the Tenant had paid \$1,300 on their security deposit and had earned \$.15 in interest. At the hearing, the Tenant confirmed this amount was paid. The Landlord retained the security deposit to cover outstanding rental arrears, cleaning, and repair of damages, and found at the end of their tenancy the Tenant owed a further \$1,805.20 to the Landlord.

Considering the Landlord has waived any charges for rent owing totalling \$212.56, no amount is owing for utilities previously charged at \$423.73, I have denied costs related to cleaning totalling \$520.80 and damages identified in the exit inspection totalling \$1,003.46, I have found one charge of \$472.50 for thawing the water line was in error and have approved one time cost to thaw the water lines totalling \$472.50, the calculation should now be as follows:

\$1,300.15 Security Deposit with interest

- \$ 472.50 repair of damages approved - thaw pipes

\$ 827.65 remaining amount of security deposit that should be returned to Tenant.

Under subsection 18.1(b) where a rental officer determines that a landlord has failed to return an amount of security deposit owing to the tenant the rental officer may make an order requiring the landlord to return all or part of the security deposit. I find the Landlord responsible for returning \$827.65 of the security deposit to the Tenant, and an order will issue.

Orders

An order will issue requiring the Landlord to return to the Tenant a portion of the security deposit in the amount of \$827.65 (ss 18.1(b)).

Janice Laycock
Rental Officer