

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,  
Applicant, and **KEVIN BOUCHER**, 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, **HAL LOGSDON**, Rental Officer, regarding  
the rental premises at **FORT RESOLUTION, NT**.

BETWEEN:

**FORT RESOLUTION HOUSING AUTHORITY**

Applicant/Landlord

- and -

**KEVIN BOUCHER**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of five thousand one hundred forty nine dollars and forty seven cents (\$5149.47).

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of August,  
2008.

Hal Logsdon  
Rental Officer

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Applicant/Landlord

-and-

**KEVIN BOUCHER**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 19, 2008

**Place of the Hearing:** Fort Resolution, NT via teleconference

**Appearances at Hearing:** Joyce Beaulieu, representing the applicant

**Date of Decision:** August 19, 2008

### **REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his absence.

The tenancy agreement between the parties was terminated on April 30, 2008 when the tenant vacated the premises. The applicant retained the security deposit of \$500 but did not issue a statement of the security deposit as required by section 18(3) of the *Residential Tenancies Act* until July 18, 2008. The statement is somewhat unusual as it deducts only cleaning labour (24 hours at \$19.44/hour) and cleaning supplies (\$81.60), the sum of which is exactly the amount of the security deposit principle and calculated interest. The applicant however stated that there were also costs of carpet cleaning and labour to reinstall blinds, although she did not know those costs. There are no rent arrears indicated on the security deposit statement but the applicant stated that there were arrears in the amount of \$5700 as indicated on the tenant ledger provided in evidence. The applicant also stated that the fuel tank was not full at the termination of the tenancy. A statement provided in evidence indicated that 821.2 litres of heating oil was delivered on July 30, 2008 at a cost of \$1198.54.

The applicant sought an order requiring the respondent to pay rent arrears, cleaning costs and the cost of fuel net of the retained security deposit and interest.

An inspection report outlining the condition of the premises at the commencement of the tenancy

agreement and at June 26, 2008 was provided in evidence. It indicates that on June 26, 2008 most walls and some floors needed a “wipe down”. The applicant also stated that the bathroom fixtures needed cleaning but the report indicates that they were all in a clean condition. The report notes that the rug in the master bedroom needs steam cleaning but the code for the rug is noted as G-good not U-unclean. There is no other evidence to suggest that the walls and floors which needed to be “wiped down” were marked or unusually dirty. The Act requires that the premises be returned to the landlord in a state of ordinary cleanliness. The cleaning charged represents 3 full days of “wiping down” and \$81.60 worth of cleaning materials. In my opinion, the evidence does not support the cleaning costs and I am unconvinced by the evidence that the premises were left in an unclean state. I note that the check-out inspection was not completed until nearly two months after the premises were vacated. It isn’t difficult to imagine that two months worth of dust accumulation might require some “wiping down” but it shouldn’t be at the tenant’s expense. The expenditure of over \$80 on cleaning materials is equally as unreasonable. The cleaning costs are therefore denied.

The tenancy agreement between the parties was made in writing and obligated the tenant to pay for fuel during the term of the agreement. The applicant stated that the fuel tank was not filled at the end of the tenancy agreement. The tank was filled by the applicant on June 30, 2008, two months after the premises were vacated. There was no evidence as to when the tank was previously filled or if it was full at the commencement of the tenancy agreement, making it impossible to determine how much of the 821.2 litres delivered in on June 30, 2008 was used by the tenants during the term of the tenancy agreement. There is no evidence to suggest that no fuel was consumed after April

30, 2008 and such an assumption would be unreasonable as recorded minimum temperatures were frequently below freezing. As it is not possible to determine the cost of fuel paid on behalf of the tenant, the request for compensation for fuel costs is denied.

I find the tenant ledger in order and find rent arrears in the amount of \$5700.

I find the applicant's calculation of the accrued interest on the security deposit to be incorrect. I find the correct interest owing to be \$50.35.

Applying the security deposit and accrued interest to the rent arrears I find the balance owing to the applicant to be \$5149.47 calculated as follows:

Security deposit	\$500.00
Interest	50.53
Rent arrears	<u>(5700.00)</u>
Amount owing applicant	\$5149.47

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$5149.47.

Hal Logsdon  
Rental Officer

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