

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,
Applicant, and **PAMELA DEAN**, 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 -

PAMELA DEAN

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 one thousand seven hundred thirty one dollars and eighty eight cents (\$1731.88).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant the cost of fuel purchased on her behalf in the amount of one thousand two hundred forty two dollars and thirty three cents (\$1242.33).

DATED at the City of Yellowknife, in the Northwest Territories this 22nd day of
October, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,
Applicant, and **PAMELA DEAN**, 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.

BETWEEN:

FORT RESOLUTION HOUSING AUTHORITY

Applicant/Landlord

-and-

PAMELA DEAN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **October 21, 2008**

Place of the Hearing: **Yellowknife, NT via teleconference**

Appearances at Hearing: **Elizabeth-Ann Mckay, representing the applicant**
 Joyce Beaulieu, representing the applicant
 Pamela Dean, respondent

Date of Decision: **October 22, 2008**

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on June 30, 2008 when the respondent vacated the premises. The applicant retained the security deposit (\$811.00) and accrued interest (\$18.42) applying it against rent arrears (\$2433.00) and cleaning costs (\$598.75), leaving a balance owing to the landlord in the amount of \$2202.33. The applicant also alleged that the respondent had failed to fill up the fuel tank at the end of the tenancy agreement and sought relief in the amount of \$1242.33 for the cost of fuel purchased on behalf of the respondent.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$2433.

The applicant also provided an invoice which indicated that fuel costing \$1242.33 had been delivered to the premises after the tenancy agreement had been terminated. The applicant stated that the fuel tank was filled at the commencement of the tenancy. The tenancy agreement between the parties, which was made in writing, obligated the tenant to pay for fuel during the term of the agreement.

The applicant provided an inspection report which set out the condition of the premises at the commencement of the tenancy agreement and was signed by both parties. The report indicated that the premises were in good condition. The applicant stated that they inspected the premises at

the end of the tenancy and completed the check-out portion of the report, indicating the cleaning required. The check-out portion of the inspection report indicated that the floors needed to be swept and washed, the walls required washing, the kitchen appliances, cupboards and counter required cleaning, the bathroom fixtures and counters required cleaning and the windows needed to be washed. The applicant testified that the walls had to be washed because they were very dusty and that there was a large amount of dog hair throughout the house. The cleaning costs sought by the applicant represent 24 hours of labour.

The respondent did not dispute the rent arrears or fuel cost but stated that she had many complaints about the premises while she was a tenant which were not addressed by the landlord. The respondent stated that the premises were in poor condition and as a result, consumed an extraordinary amount fuel.

The respondent disputed the cleaning costs stating that she left the premises in a reasonable state of cleanliness except for a few items. The respondent acknowledged that she had neglected to clean the oven but stated that she had swept the floors. The respondent stated that she had only kept a dog in the premises since June 2, 2008 and that it was a breed that did not shed. Furthermore, she stated that the dog had been shaved when she acquired it and could not have left any dog hair in the premises.

When a landlord and tenant enter into a tenancy agreement, each is expected to fulfil their respective obligations regardless of the actions of the other. A landlord may not withhold

services or refuse to maintain the premises if a tenant fails to pay rent, nor can a tenant withhold rent if a landlord fails to maintain the premises. The respondent can not defend her failure to pay rent or pay for fuel due to the landlord's failure to maintain the premises. The respondent should have filed an application to a rental officer and sought relief. I can not consider her allegations at this point in time as her application is not before me and she is no longer a tenant.

In the matter of the cleaning costs, I find insufficient evidence to support the costs claimed by the applicant. The check-out inspection report does not, in my opinion, describe a house that requires three full days of cleaning to bring it to a state of ordinary cleanliness. This tenancy agreement was in effect for only seven months. It is difficult to imagine how the walls could become so dusty in that period of time as to require washing. There is no indication that they were marked or damaged. Similarly, the windows should not require washing if they were clean at the commencement of the tenancy agreement. The amount of dog hair that could have accumulated in less than a month from a dog that had been shaved could not have been excessive. I would expect that a landlord claiming three full days of cleaning would provide sufficient evidence to demonstrate that the premises were excessively dirty and required an extraordinary amount of cleaning. I do not see such evidence here and shall consider the following compensation based on the inspection report and the testimony from the parties:

Sweep and Wash Floors

I accept that the respondent swept the floors but also accept that they may have required some minor damp mopping in areas. There are no stains, spills or marks noted on the inspection report that would require significant time. In my opinion

one hour of labour should be sufficient.

Clean Kitchen Appliances

The respondent acknowledged that the oven required cleaning. In my opinion two hours of labour should be sufficient to complete this task.

Wipe Kitchen Counters and Cabinets

There is no evidence to indicate that these areas were excessively dirty. The applicant stated that a bag of flour was left and had to be cleaned up. In my opinion, two hours of labour is reasonable.

Clean Bathroom

The inspection report indicated that the fixtures and counters needed to be wiped down. There was not indication of stains, marks or excessive dirt. In my opinion, one hour of labour is sufficient.

In my opinion, six hours of labour should have been sufficient to bring the premises to a state of ordinary cleanliness. At \$19.44/hour with a 10% allowance for cleaning products, I find reasonable compensation to be \$128.30.

Applying the retained security first to cleaning costs, I find rent arrears owing to the applicant in the amount of \$1731.88 calculated as follows:

Security deposit	\$811.00
Interest	18.42
Cleaning	(128.30)
Rent arrears	<u>(2433.00)</u>
Rent owing applicant	\$1731.88

I also find the respondent in breach of her obligation to pay for fuel during the term of the tenancy . I find the fuel costs paid on her behalf to be \$1242.33.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1731.88 and compensation for fuel costs in the amount of \$1242.33.

Hal Logsdon
Rental Officer