

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **KEVIN BRADSHAW**, 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 **YELLOWKNIFE, NT.**

BETWEEN:

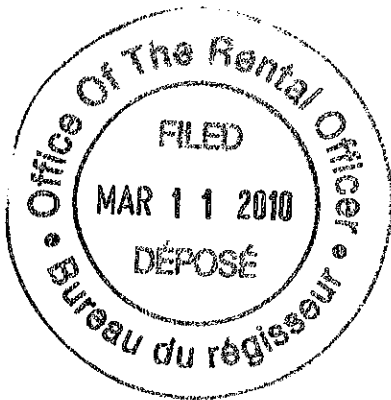
NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

KEVIN BRADSHAW

Respondent/Tenant

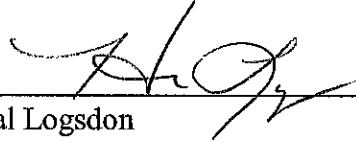


ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 62(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for lost rent in the amount of one hundred seventeen dollars and twenty seven cents (\$117.27).

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of March,
2010.



Hal Logsdon
Rental Officer

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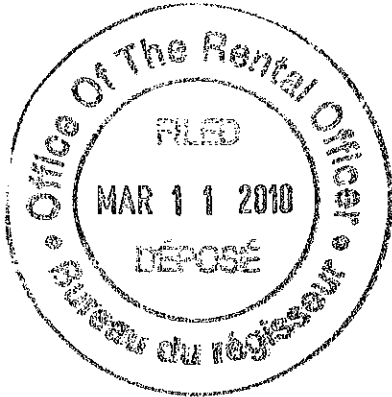
NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

KEVIN BRADSHAW

Respondent/Tenant



REASONS FOR DECISION

Date of the Hearing: March 3, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Sylvia Siemens, representing the applicant
Andre Duchene, representing the respondent
Kevin Bradshaw, respondent

Date of Decision: March 9, 2009

REASONS FOR DECISION

An application filed by Mr. Bradshaw seeking termination of the tenancy agreement was heard on January 6, 2010. It was determined at that hearing that the premises had been abandoned by Mr. Bradshaw on December 31, 2009 and the application was dismissed (file #10-11234, filed on January 12, 2010). At that hearing, with the consent of both parties, an application by the landlord was also considered. The landlord presented a statement of the security deposit at the hearing seeking relief for general cleaning and carpet cleaning costs and compensation for the January, 2010 rent. Because Mr. Bradshaw had not had an opportunity to review the statement prior to the hearing and because the landlord had not yet lost the full amount of the January, 2010 rent, the matter was adjourned sine die. The landlord was advised that compensation for lost rent could not be deducted from a security deposit and should be the subject of a new application.

The applicant filed another application on February 3, 2010 with a restated amount of relief sought. The applicant now sought rent arrears (\$659.18), carpet cleaning costs (\$300) general cleaning costs (\$240), carpet replacement costs (\$1024.21) and compensation for the January, 2010 rent (\$1220) less the security deposit (\$1135) and interest (\$47.73) for a total of \$2260.66.

At the hearing, the applicant provided yet another revised statement and now sought relief for rent arrears (\$659.18), general cleaning costs (\$240), carpet replacement costs (\$1024.21), compensation for the January 2010 rent (\$1220) less the security deposit (\$1135) and interest (\$47.73) for a total of \$1960.66. However, the applicant stated that the statement was incorrect

because the rent arrears had been paid in full bringing the balance owing to \$1301.48.

The applicant stated that the premises were not left in a state of ordinary cleanliness and some items were left in the premises by the respondent when he moved out. The applicant stated that the carpet was initially cleaned but it was later discovered that it was infested with carpet beetles. The applicant provided photographs, an inspection report and several remains of insects as evidence. The applicant stated that on the advice of an exterminator, the carpet was removed and replaced but the respondent was not charged the full amount of the costs of materials. The carpet cleaning costs have been withdrawn.

The applicant stated that a list of all the vacant apartments are provided to their leasing agents daily. The applicant stated that after the respondent abandoned the premises, his former apartment was shown to all prospective tenants who were looking for one-bedroom apartments unless they had expressed a preference for a certain geographic area. The applicant stated that despite their efforts to re-rent the premises as soon as possible, they were unable to do so in the month of January, thereby losing the January, 2010 rent of \$1220.

I note that the vacancy rate for 1-bedroom apartments was 9.7% as reported by Canada Mortgage and Housing Corporation in October, 2009 and that 68 one-bedroom units were reported vacant at that time.

The respondent testified that he left the premises in a good state of cleanliness although he

acknowledged that he left some small items in the apartment. Photographs of the apartment were provided in evidence. The respondent stated that he vacuumed the carpets frequently and never noticed any insects during the term of the tenancy agreement. The respondent stated that he shampooed the carpets before leaving the premises and provided a receipt for the rental of the rug shampoo machine.

The photographs of the premises provided by the respondent were clear and suggested a state of ordinary cleanliness although they appear to show only what appears to be the bedroom and living room areas. The carpets appear to be clean. The photographs provided by the applicant are of poor quality and show several items such as a pair of shoes, several clean glasses and cups and a plant. The applicant's photographs also show the kitchen floor and the bathroom baseboards. The inspection report, signed by the applicant only, and dated December 31, 2009 indicates that every room in the apartment required cleaning and noted that 6 hours of cleaning at \$40/hour were required. In my opinion the photographic evidence does not support the requirement for 6 hours of cleaning labour. The removal of a few small items and some minor cleaning of the bathroom baseboards and behind the kitchen stove does not warrant 6 hours of labour. While the landlord may wish to re-rent a spotless apartment, an objective which is admirable in my opinion, the tenant need only to leave the premises in a state of ordinary cleanliness. In my opinion, this could have been achieved with 2 hours of cleaning or an expenditure of \$80.

The inspection report provided by the applicant notes in the comments for the master bedroom, "bugs found in carpet?" How the insects may have been introduced to the apartment is unclear.

There is no evidence that they were introduced by any act of negligence on the part of the respondent. The evidence does not suggest that he created a favourable environment for vermin due to negligent housekeeping. It does not appear that the respondent ever noticed any carpet beetles in the apartment. Unless, it can be demonstrated that a tenant introduced or created a favourable environment for insects through negligence or oversight, it is the landlord's obligation to ensure the rental premises and residential complex are free from vermin.

In my opinion, the full amount of the security deposit and interest should not have been retained by the applicant. I find the charges for the replacement of the carpet and the full amount of the general cleaning charges to be unreasonable. I find an amount due to the respondent to be \$1102.73 calculated as follows:

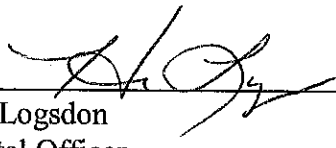
Security deposit	\$1135.00
Interest	47.73
less allowed cleaning costs	<u>(80.00)</u>
Amount due respondent	\$1102.73

The fact that the respondent abandoned the premises has already been established at the previous hearing. I find that the applicant took reasonable steps to mitigate the loss of the January, 2010 rent after the abandonment of the premises by the respondent and find the respondent liable for the compensation of that rent in the amount of \$1220.

Therefore the net amount due to the applicant is \$117.27. An order shall issue requiring the respondent to pay the applicant compensation for lost rent in the amount of \$117.27 calculated as follows:

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Amount owing applicant	\$1220.00
less amount owing respondent	<u>(1102.73)</u>
Amount due applicant	\$117.27



Hal Logsdon
Rental Officer