

IN THE MATTER between **MATTHEW ANDERSON**, Applicant, and **5937 NWT LTD.**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

MATTHEW ANDERSON

Applicant/Tenant

- and -

5937 NWT LTD.

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 18.1(b) of the *Residential Tenancies Act*, the respondent shall return the balance of the security deposit to the applicant in the amount of four hundred fifty one dollars and fifty cents (\$451.50).

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of May, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **MATTHEW ANDERSON**, Applicant, and **5937 NWT LTD.**, 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:

MATTHEW ANDERSON

Applicant/Tenant

-and-

5937 NWT LTD.

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: May 4, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Matthew Anderson, applicant
Varick Ollerhead, representing the respondent

Date of Decision: May 4, 2011

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on January 31, 2011. The respondent deducted cleaning costs (\$94.50) and carpet cleaning (\$357) from the security deposit (\$1550) and accrued interest (\$20.49) and returned the balance (\$1118.99) to the applicant. The applicant disputed the deductions and sought an order requiring the respondent to return the retained portion of the deposit (\$451.50).

The applicant testified that he left the premises very clean, including the stove, cupboards, bathroom and the carpets. The applicant stated that there were no stains on the carpet and it had been thoroughly vacuumed. He stated that he had not kept a pet in the premises.

The respondent stated that the next tenant complained about the cleanliness of the premises and demanded that he undertake some general cleaning and carpet cleaning before they moved in.

The respondent stated that stove top and oven were not clean and there were crumbs in the cupboards. An invoice from the cleaners was provided in evidence indicating that the bathroom, kitchen cupboards and oven were cleaned. The invoice indicates that 3 hours were spent cleaning the premises.

The respondent also stated that the carpet was not clean. An invoice from the carpet cleaner was provided in evidence for carpet cleaning and pet sanitization.

A check-in inspection report indicates that the premises were in good condition at the commencement of the tenancy agreement. There was no check-out inspection report. The respondent stated that the applicant was not available for the inspection.

A tenant is obligated to leave the premises in a state of ordinary cleanliness at the end of a tenancy agreement. A landlord who deducts cleaning costs from a security deposit must be prepared to provide sufficient evidence to show that standard was not met.

In my opinion, the respondent has not provided sufficient evidence to conclude that the additional cleaning and carpet cleaning were necessary to bring the premises to a state of ordinary cleanliness. An order shall issue requiring the respondent to return the remainder of the security deposit in the amount of \$451.50 to the applicant.

Hal Logsdon
Rental Officer