

IN THE MATTER between **CINDY VILLENEUVE**, Applicant, and **NPR LIMITED PARTNERSHIP**, 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:

CINDY VILLENEUVE

Applicant/Tenant

- and -

NPR LIMITED PARTNERSHIP

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 18.1(b) of the *Residential Tenancies Act*, the respondent shall return the retained portion of the security deposit to the applicant in the amount of three hundred thirty six dollars (\$336.00).

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of September, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **CINDY VILLENEUVE**, Applicant, and **NPR LIMITED PARTNERSHIP**, 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:

CINDY VILLENEUVE

Applicant/Tenant

-and-

NPR LIMITED PARTNERSHIP

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: September 9, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Cindy Villeneuve, applicant
Maigan Lefrancois, representing the respondent

Date of Decision: September 14, 2011

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on June 30, 2011. The respondent retained \$336 of the security deposit (\$1350) and interest (\$5.42), returning \$1019.42 to the applicant. The deduction was for carpet cleaning costs. The applicant disputed the deduction and sought an order requiring the respondent to return the retained portion of the security deposit.

The applicant testified that the carpet was vacuumed at the end of the tenancy and that it was in a clean condition. She stated that the carpet had several stains on it but all were present at the commencement of the tenancy and noted on the check-in inspection report. She also noted that the carpet was old and worn and, in her opinion, due for replacement.

The applicant provided the check-in and check out inspections in evidence. The check-in inspection notes stains on the carpet as does the check-out inspection. The check-out inspection notes that the carpets require cleaning. Both reports are signed by the applicant. Neither report has a specific area for tenant comments. The applicant testified that she disagreed with the requirement for cleaning but was told she would not get the security deposit returned until the report was signed. She also stated that in her opinion, the charges for the carpet cleaning were excessive.

The respondent stated that the tenancy agreement between the parties obligated the tenant to have the carpets professionally cleaned and tenants were required to present a receipt indicating this

was done to avoid a deduction from the security deposit. The respondent did not provide a copy of the tenancy agreement in evidence.

The respondent provided a copy of the carpet cleaning invoice indicating that the amount deducted was the same amount as the actual cost to the landlord. The respondent submitted that the high cost reflected the degree of cleanliness of the carpets and the labour required to bring them to a reasonable state of cleanliness.

Section 45(2) of the *Residential Tenancies Act* sets out a tenant's obligation regarding cleanliness.

45.(2) A 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.

In my opinion, the requirement contained in the tenancy agreement to have the carpets professionally cleaned is of no effect as it is inconsistent with the Act. While in some cases it may be necessary to professionally clean the carpets to bring them to a state of ordinary cleanliness, it will not be necessary in all cases.

The invoice from the carpet cleaner does not indicate the condition of the carpets and the amount of the invoice is not inconsistent with carpet cleaning charges from this company or others. There is no indication that the amount charged is based on an hourly rate or the condition of the carpets.

Section 17.1(3)(c) obligates the landlord to provide a tenant who participates in the exit

inspection to include comments on the inspection report.

17.1(3)(c) Without delay on the completion of an inspection, the landlord or his or her agent shall

- (a) prepare an exit inspection report;**
- (b) sign the exit inspection report; and**
- (c) if the tenant participated in the inspection, provide the tenant with an opportunity to include comments in the exit inspection report and to sign it.**

The inspection form in use by the respondent does not invite comments and, in my opinion, the comment by the landlord's agent at the inspection served to inhibit any dispute with the agent's written observations. Although not a legal requirement, I suggest the respondent consider using the approved inspection form issued by our office.

On the balance of evidence, I find that the carpets were left in a state of ordinary cleanliness and did not require professional cleaning. An order shall issue requiring the respondent to return the retained portion of the security deposit in the amount of \$336.

Hal Logsdon
Rental Officer