

IN THE MATTER between **POLAR DEVELOPMENTS LTD.**, Applicant, and **ED CORMIER**, 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:

POLAR DEVELOPMENTS LTD.

Applicant/Landlord

- and -

ED CORMIER

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 and penalties for late rent in the amount of six hundred ninety six dollars and fifty cents (\$696.50).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for rent lost as a direct result of his failure to leave the premises in a state of ordinary cleanliness in the amount of one hundred sixty dollars and ninety four cents (\$160.94).

DATED at the City of Yellowknife, in the Northwest Territories this 18th day of April, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **POLAR DEVELOPMENTS LTD.**, Applicant, and **ED CORMIER**, 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:

POLAR DEVELOPMENTS LTD.

Applicant/Landlord

-and-

ED CORMIER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 21, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Karen McLeod, representing the applicant
Ed Cormier, respondent

Date of Decision: April 18, 2012

REASONS FOR DECISION

The tenancy agreement was terminated on December 31, 2011. The respondent retained the security deposit (\$1583) and accrued interest (\$2.02) applying them against the unpaid December, 2011 rent (\$1663), penalties for late rent (\$35), general cleaning costs (\$425.25) and carpet cleaning costs (\$236.25) leaving a balance owing to the applicant of \$774.48. The applicant stated that the apartment could not be rented until January 5, 2012 due to the unclean condition and sought additional compensation for four days of rent in the amount \$214.58.

The respondent disputed the amount owing, stating that the apartment was left in a clean condition and did not need any additional cleaning. The respondent also stated that the applicant had not accounted for a payment of \$77.98 he had made by money order dated January 19, 2012. The respondent provided a copy of the money order and the applicant acknowledged receipt of the payment. The respondent submitted that applying the security deposit, interest and the additional payment to the last month's rent resulted in a zero balance owing to the applicant.

CLEANING COSTS

The applicant provided inspection reports outlining the condition of the premises at the commencement of the tenancy and at the end of the tenancy. The respondent was present at the check-in but stated that he was not present at the check-out, having moved on December 23rd or 24th. A document provided by the applicant in evidence indicated that the check-out inspection date of December 31, 2011 was requested by the respondent. Although the respondent was not at

the check-out inspection it is clear from the evidence that he had the opportunity to choose an earlier check-out date if he wished to participate in the inspection. The areas including the carpet which are marked on the inspection report as requiring cleaning support the applicant's allegations. Both parties also provided photographs of the premises taken at the end of the tenancy agreement. The applicant's photographs show details such as the oven, range hood, counters, sinks and wall surfaces while the respondent's photographs are wide views of the various rooms showing little detail. The respondent's photographs do however indicate a large dark area on the living room carpet consistent with the sketch and inspection report provided by the applicant. In my opinion, the photographic evidence supports the applicant's claim for relief and the costs claimed for general cleaning and carpet cleaning are reasonable.

COMPENSATION FOR LOST RENT

The applicant stated that due to the statutory holidays of January 1 and 2, 2012 they were unable to arrange for cleaning and move in the new tenant on January 1, 2012. The applicant sought compensation for the lost rent for January 1-4 indicating that the cleaning was scheduled for two days. In my opinion, three days of compensation is reasonable as it was certainly possible to complete the required cleaning to enable occupation by the new tenant on January 4, 2012. I find reasonable compensation to be \$160.94.

$$(3/31) \times \$1663 = \$160.94$$

I find the penalties applied to late rent to be in accordance with the regulations. Applying the retained security deposit and interest first to the cleaning and carpet cleaning costs and including

the \$77.98 payment, I find rent arrears owing to the applicant in the amount of \$696.50

calculated as follows:

Security deposit	(\$1583.00)
Payment	(77.98)
Interest	(2.02)
December rent arrears	1663.00
Penalties for late rent	35.00
Cleaning	425.25
Carpet cleaning	<u>236.25</u>
Rent due applicant	\$696.50

An order shall issue requiring the respondent to pay the applicant rent arrears of \$696.50 and compensation for lost rent of \$160.94.

Hal Logsdon
Rental Officer