

IN THE MATTER between **THE PARRY HOUSE APTS.**, Applicant, and **LISA WOODS**, 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:

THE PARRY HOUSE APTS.

Applicant/Landlord

- and -

LISA WOODS

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 nine hundred ninety nine dollars and seventy two cents (\$1999.72).

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of July, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **THE PARRY HOUSE APTS.**, Applicant, and **LISA WOODS**, 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:

THE PARRY HOUSE APTS.

Applicant/Landlord

-and-

LISA WOODS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 25, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Rachel Roemer, representing the applicant

Date of Decision: July 25, 2012

REASONS FOR DECISION

This matter was originally scheduled for hearing on June 13, 2012. Both parties were present at the hearing. The matter was adjourned to July 4, 2012 by the rental officer and the parties instructed to provide additional information. On July 4, 2012 the respondent's representative asked for a further adjournment to submit additional information. The matter was adjourned to July 25, 2012 and both parties advised of the time and location of the hearing. The respondent failed to appear at the hearing on July 25, 2012 and the hearing was held in her absence.

The tenancy agreement between the parties was terminated on June 1, 2012 when the respondent vacated the premises. The applicant stated that they have retained the security deposit (\$850) and accrued (\$0.28) applying it against carpet cleaning (\$105) and rent arrears (\$2850) leaving a balance owing to the applicant of \$2104.72. There has not been a statement of the security deposit produced by the applicant.

The applicant stated that the tenancy agreement obligated the tenant to have the carpets professionally cleaned at the end of the tenancy agreement. The applicant stated that the carpets had been cleaned and were in a reasonable state of cleanliness but had not been professionally cleaned. She provided an invoice documenting the professional cleaning cost of \$105 in evidence.

The applicant provided a complete accounting of rent charges and payments made during the term of the tenancy agreement. The respondent and her representative had previously alleged that

payments were made which did not appear on the landlord's accounting records and that they would provide evidence of those payments. No evidence was filed and none was available at the hearing.

I can not find any flaw in the applicant's accounting and find rent arrears of \$2850.

Notwithstanding any carpet cleaning obligation that may be in the tenancy agreement (no agreement was provided in evidence), the landlord can not enforce a provision that the carpets must be professionally cleaned if they meet the standard of cleanliness set out in the Act. Section 45(2) sets out the standard for cleanliness and it would appear from the applicant's own observation and statement that this standard was met.

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.

The applicant's request for compensation for carpet cleaning is denied.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1999.72 calculated as follows:

Rent arrears	\$2850.00
Security deposit	(850.00)
Interest	<u>(0.28)</u>
Total	\$1999.72

Hal Logsdon
Rental Officer