

IN THE MATTER between **CARRIE MORGAN AND DYLAN BELIVEAU**,
Applicants, and **5655 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:

CARRIE MORGAN AND DYLAN BELIVEAU

Applicants/Tenants

- and -

5655 NWT LTD.

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 30(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with their obligation to maintain the premises in a good state of repair by completing the following repairs:
 - a) Remove damaged laminate flooring in the hallway, inspect area to determine the source of water infiltration and repair as necessary to prevent further water entry. Inspect and repair any damaged areas of subfloor and replace flooring. The repairs shall be completed by November 15, 2012.
 - b) Repair or replace bathroom fan to ensure proper fan operation in the bathroom. The repairs shall be completed by October 31, 2012.

c) Seal all joints on tub surround to prevent any water infiltration into wall or floor cavities. The repair shall be completed by October 31, 2012.

2. Pursuant to section 30(4)(d) of the *Residential Tenancies Act*, the respondent shall pay compensation to the applicants for cleaning which was done on behalf of the landlord in the amount of three hundred seventy five dollars (\$375.00).

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of October, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **CARRIE MORGAN AND DYLAN BELIVEAU**,
Applicants, and **5655 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:

CARRIE MORGAN AND DYLAN BELIVEAU

Applicants/Tenants

-and-

5655 NWT LTD.

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: September 26, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Carrie Morgan, applicant
Dylan Beliveau, applicant
Lynn Elkin, representing the respondent

Date of Decision: October 12, 2012

REASONS FOR DECISION

The applicants alleged that the respondent had breached the tenancy agreement by failing to provide and maintain the rental premises in a good state of repair. The respondents sought compensation for cleaning which they undertook at the commencement of the tenancy agreement and an order requiring the respondent to undertake several repairs.

The tenancy agreement between the parties commenced on August 1, 2012. The applicant stated that the premises were extremely dirty when they took possession. The landlord provided a contact for a person who did cleaning for them and the applicants contacted that person who was unavailable to do the work. The respondents cleaned the premises themselves and stated that they worked for 16-18 hours. The landlord offered them \$200 in compensation which they refused. They sought compensation of \$500.

The applicants provided photographs, an inspection report and a quotation for cleaning from a cleaning contractor. The quotation estimated that the cleaning would take 14-16 hours and would cost \$560-\$640 (\$40/hour). The respondent did not dispute the need for cleaning but felt that compensation of more than \$200 was unreasonable. The respondent stated that the applicants should have contacted them for other recommendations for cleaners when their first recommended cleaner was not available.

The applicants stated that the bathroom fan did not work and did not have a cover. The

respondent did not dispute the allegation.

The applicants stated that the laminate flooring in the hallway had been damaged by water and that the water infiltration continues. Photographs of the damaged flooring were provided in evidence. The respondent acknowledged that the flooring had been damaged during a previous flood but was unaware that the water infiltration was on-going. The applicants stated that they had tested the flooring with a moisture metre and it was quite wet. They stated that the floor felt soft and that they were concerned about mould.

The applicants stated that a seam in the tub surround was not sealed. The respondent acknowledged the open seam but did not think it was a priority repair since it was unlikely that water would enter the seam.

Section 30 of the *Residential Tenancies Act* obligates a landlord to provide premises in a good state of repair and fit for habitation.

30. (1) A landlord shall

- (a) provide and maintain the rental premises, the residential complex and all services and facilities provided by the landlord, whether or not included in a written tenancy agreement, in a good state of repair and fit for habitation during the tenancy; and**
- (b) ensure that the rental premises, the residential complex and all services and facilities provided by the landlord comply with all health, safety and maintenance and occupancy standards required by law.**

This obligation requires a landlord to provide premises at the commencement of a tenancy that are ordinarily clean. Both the inspection report and the respondent's testimony indicate that the

premises were not clean at the commencement of this tenancy. It appears that the respondent was willing to reimburse cleaning costs at a rate of \$25/hour. The time estimate given to the applicants by a professional cleaner was 14-16 hours of work. No other evidence suggested that the time required to clean the premises was significantly less. In my opinion, reasonable compensation would therefore be \$375 (15 hours @ \$25/hour).

The three repairs requested are in my opinion, quite reasonable and are the responsibility of the landlord to address.

Although the applicants initially sought the termination of this tenancy agreement, they could not determine an appropriate date. A date certain for termination is a requirement of any notice, order or mutual agreement to terminate a tenancy agreement. Therefore I have not considered termination.

An order shall issue requiring the respondent to undertake the above noted repairs and pay compensation to the applicants for cleaning in the amount of \$375.

Hal Logsdon
Rental Officer