

IN THE MATTER between **6165 NWT LTD.**, Applicant, and **JUEANNE MACLEOD AND GARY ADAMS**, Respondents;

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:

**6165 NWT LTD.**

Applicant/Landlord

- and -

**JUEANNE MACLEOD AND GARY ADAMS**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of three thousand seven hundred sixty dollars (\$3760.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant cleaning costs in the amount of sixty dollars (\$60.00).

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of August, 2013.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **6165 NWT LTD.**, Applicant, and **JUEANNE MACLEOD AND GARY ADAMS**, Respondents.

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:

**6165 NWT LTD.**

Applicant/Landlord

-and-

JUEANNE MACLEOD AND GARY ADAMS

Respondents/Tenants

## REASONS FOR DECISION

**Date of the Hearing:** **July 24, 2013**

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:**                Aysia Lowell-Guy, representing the applicant  
Jueanne MacLeod, respondent

**Date of Decision:** August 7, 2013

### **REASONS FOR DECISION**

The tenancy agreement between the parties was terminated on July 15, 2013 when the respondents vacated the premises and the applicant took possession. The applicant alleged that the respondents had failed to pay the full amount of rent which had come due and had failed to leave the premises in a state of ordinary cleanliness. The applicant sought an order requiring the respondents to pay the alleged rent arrears as well as costs of general cleaning and carpet cleaning. The applicant stated that the respondents had left furniture and other personal property in the premises and sought costs to remove and dispose of the items.

The applicant provided the following in evidence:

- Photographs of the premises and surrounding yard area
- Notice regarding rent arrears
- Rent statement
- Final statement
- Tenancy agreement/subletting agreement
- Rental application
- email correspondence

There was no evidence of a check-in inspection report or a check-out inspection report. Although the written tenancy agreement specifies that a security deposit of \$1450 is required and acknowledges receipt of \$1150 paid on June 1, 2011 the applicant testified that no deposit was paid and the respondent did not dispute that testimony.

The rent statement indicates a balance of rent owing in the amount of \$3760. The respondent

disputed the amount alleged owing. The statement opens with a balance forward on December 31, 2012 of \$2090. The respondent testified that as at December 31, 2012 only the November, 2012 rent of \$1450 was owing. However assuming payments were applied to the oldest debt, the statement suggests that the December, 2012 rent of \$1450 and \$640 of the November, 2012 rent was outstanding on December 31, 2012. The applicant was unable to provide any detail of rent charged and payments made prior to December 31, 2012. Previous email notices sent to Ms MacLeod allege that the respondents owed \$2710 on April 22 and \$3410 on June 4, 2013. On both occasions, Ms Macleod responded stating that she did not realize the arrears were that much but did not dispute the amounts and promised to pay the full amounts promptly. Both amounts contained in the notices correspond to the amounts shown on the statement in evidence and include the balance forward of \$2090 that the respondent now disputes.

On the balance of probabilities, I find the applicant's rent statement to be accurate. In my opinion, it is more likely that the balance forward on December 31, 2012 was composed of November, 2012 rent arrears (\$640) and the December, 2012 rent (\$1450) than the full amount of the November, 2012 rent.

The applicant sought general cleaning costs of \$480 representing eight hours of cleaning at \$60/hour and carpet cleaning costs of \$157.50. The applicant provided no receipts for this work, stating that they were estimates and that the work had not actually been done yet. The photographic evidence shows little if any detail of the areas of the house which were allegedly left unclean and as previously stated there was no evidence of any inspection reports. The

applicant stated that some of the work involved clean-up of the yard and noted two photographs showing debris in the yard areas. The respondent disputed the requirement for any additional cleaning stating that she washed all of the floors and vacuumed the carpets, leaving them in a state of ordinary cleanliness.

Appendix B of the written tenancy agreement between the parties contains the following:

12.d We will have the carpets professionally cleaned at the end of your tenancy, including pet deodorizing if necessary and charge you back from your damage deposit.

The construction of this sentence makes it somewhat unclear whether the carpets will be professionally cleaned by the landlord if necessary or whether they will be professionally cleaned by the landlord regardless of their condition and deodorized if necessary. The testimony of the applicant leads me to understand that the landlord requires the carpets to be professionally cleaned regardless of their condition and will deduct the costs of professional cleaning from the security deposit unless the tenant had the carpets professionally cleaned at the end of the tenancy. In any case, the standard for cleanliness set out in section 45(2) of the Act is a "state of ordinary cleanliness". In some circumstances, professional cleaning may be required to achieve this state; in others not. In my opinion, there is not sufficient evidence from photographs, testimony or any inspection reports that the carpets were not ordinarily clean at the termination of this agreement. The relief requested of \$157.50 is therefore denied.

Similarly, there is little evidence to indicate that eight hours of cleaning were or will be required. Except for the yard photos, there is little photographic evidence that the premises were not left in

a reasonably clean condition. In my opinion, the hourly rate of \$60 is unreasonable. In my opinion, the evidence supports two hours of cleaning and a reasonable rate is \$30/hour.

The photographic evidence shows a considerable amount of furniture left in the premises. By any measure, it does not appear to be worthless. Fortunately, the applicant has not disposed of the personal property yet because they are obligated to file an inventory of the abandoned personal property and seek permission to dispose of the goods. Therefore there will be no relief for the removal and disposal of the goods as requested. The applicant is strongly advised to review sections 64-66 of the *Residential Tenancies Act* which sets out the process for dealing with abandoned personal property.

In summary, I find the respondents in breach of their obligation to pay rent and find rent arrears of \$3760. I find reasonable cleaning costs to be \$60. An order shall issue requiring the respondents to pay the applicant these amounts.

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Hal Logsdon  
Rental Officer