

IN THE MATTER between **Susie Taylor**, Applicant, and **Coralie Boudreau**,  
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, **Adelle Guigon**, Deputy Rental Officer,  
regarding a rental premises within **the town of Hay River in the Northwest Territories**.

BETWEEN:

**SUSIE TAYLOR**

Applicant/Landlord

- and -

**CORALIE BOUDREAU**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent must pay to the applicant compensation for loss suffered in the amount of \$400.00 (four hundred dollars).

DATED at the City of Yellowknife in the Northwest Territories this 28th day of July  
2014.

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Adelle Guigon  
Deputy Rental Officer

IN THE MATTER between **Susie Taylor**, Applicant, and **Coralie Boudreau**,  
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 **Adelle Guigon**, Deputy Rental Officer.

BETWEEN:

**SUSIE TAYLOR**

Applicant/Landlord

-and-

**CORALIE BOUDREAU**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>July 18, 2014</b>
<b><u>Place of the Hearing:</u></b>	<b>Hay River, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>Susie Taylor, applicant Coralie Boudreau, respondent</b>
<b><u>Date of Decision:</u></b>	<b>July 18, 2014</b>

**REASONS FOR DECISION**

An application to a rental officer made by Susie Taylor as the applicant/landlord against Coralie Boudreau as the respondent/tenant was filed by the Rental Office May 8, 2014. The application was made regarding an oral residential tenancy agreement for the rental premises known as 18 Wright Crescent in Hay River, Northwest Territories. The applicant personally served a copy of the filed application on the respondent May 20, 2014.

The applicant alleged the respondent failed to comply with her obligation to maintain the ordinary cleanliness of the rental premises. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for July 18, 2014. Ms. Susie Taylor appeared as applicant. Ms. Coralie Boudreau appeared as respondent.

The parties agreed that they had entered into an oral tenancy agreement for the rental premises known as 18 Wright Crescent in Hay River, Northwest Territories. The rental premises consisted of shared use of common areas and private use by the tenant of a bedroom and bathroom located in the basement.

The respondent did not notify the applicant that she had secured a new apartment for February 1, 2014, until approximately mid-January 2014. In recognition of her failure to give official notice of her intention to leave, the respondent agreed to pay the rent for February and have the rental premises emptied of her property and cleaned up by noon March 1, 2014. The applicant accepted the respondent's assertion in good faith and made arrangements for a new tenant to move in the afternoon of March 1, 2014.

The respondent was travelling for three weeks in February and would only have three days upon her return to complete moving out and cleaning of the rental premises. On February 13, 2014, the applicant observed the extent of work that was required to be done and contacted the respondent by e-mail to offer hiring someone to help her complete the work. The respondent was concerned the work would not be completed by the time agreed on and the rental premises would not be ready for her new tenant to take possession as planned. The respondent refused this offer, asserting she could have the rental premises ready in time.

On the morning of March 1, 2014, the respondent attended the rental premises, completed some final tasks, returned the keys, and left without conducting an exit inspection with the applicant. The applicant inspected the rental premises alone and discovered the bathroom had not been properly cleaned, the floor had not been satisfactorily vacuumed, there were stains in the carpet, and the baseboards had not been completely wiped down. Photographs of the deficiencies were entered into evidence. As a direct result of the deficiencies, the tenant who was scheduled to take possession the afternoon of March 1<sup>st</sup> refused to move in. By the time the applicant was able to have the rental premises cleaned, the new tenant had found alternate accommodations.

The applicant was unable to clean the premises herself at the time due to having major shoulder surgery in January 2014; the applicant was under medical direction not to do any physical labour for approximately four months. Consequentially, the applicant hired Victoria Amoo House Cleaning Services to clean the rental premises and shampoo the carpets. The cleaning could not be scheduled for completion until March 15<sup>th</sup> and the carpet shampooing until March 22<sup>nd</sup> and 23<sup>rd</sup>.

The applicant notified the respondent after the work was completed and requested compensation from her for the cleaning, renting a carpet shampooer, and shampooing the carpet in the total amount of \$310. The respondent disputed the necessity of the carpet shampooing and refused to pay for it. She was not convinced the cleaning costs of \$100 for the amount of cleaning was reasonable, but agreed to pay that amount and did so on April 8, 2014. The applicant confirmed receipt of the \$100 payment.

In her application to a rental officer and at hearing, the applicant requested compensation from the respondent for cleaning costs of \$100, rental costs for the carpet shampooer of \$30, carpet shampooing costs of \$180, and lost rent for March of \$800.

The respondent accepted the cost of \$100 for cleaning the rental premises, but continued to dispute the cost of the carpet shampooing, arguing that the stains in the carpet were there when she moved in. The respondent also argued against the full month's rent for March as the applicant has not attempted to get a new tenant. The applicant confirmed she does not currently have a tenant residing with her and is not certain she wants to get one.

Section 45(2) of the *Residential Tenancies Act* (the Act) requires a tenant to maintain the rental premises of which the tenant has exclusive use in a state of ordinary cleanliness. The parties agreed that the areas of the premises in dispute were exclusively used by the tenant.

The photographs of the rental premises taken after the respondent vacated them show the toilet had not been cleaned, the baseboards along two walls had not been wiped, and crumbs and debris remained on the carpet. The respondent admitted she had last cleaned the toilet before leaving for holidays in February. She testified that the toilet seat – which was made of wood – had been split for months and continuously growing mould; within days of cleaning the toilet seat it would produce mould again. The photographs did show what looked like mould growing on the bottom of the wooden toilet seat and on the edge of the toilet bowl. However, there was also a photograph of the part of the toilet bowl between the seat and the water reservoir covered with grime and hair of such an extent that could not be explained as occurring over a three-week period when the toilet was not in use. It seemed to me the amount of grime and hair evident on the toilet would have accumulated over at least a month or more of regular use, suggesting that the toilet had not in fact been thoroughly cleaned in quite some time, and certainly not upon vacating the rental premises.

The respondent admitted to not moving the bed away from the walls to clean behind it, and identified the areas in the photographs where the baseboards had not been cleaned and the carpet had debris remaining on it as the areas that would have been obstructed by the bed.

I am satisfied the respondent did not maintain the rental premises in a state of ordinary cleanliness and failed to return it to the applicant at the end of the tenancy in a state of ordinary cleanliness. The \$100 costs for cleaning the rental premises are granted as compensation to the applicant and acknowledged to have already been paid by the respondent.

The parties agreed that neither an entry inspection report nor an exit inspection report had been completed. The photographs the applicant entered into evidence of the rental premises taken before the respondent took occupancy were admittedly taken a couple of months before and therefore have no value in considering the condition of the rental premises when the respondent took possession. The stains claimed to be in the carpet are not clear in the photographs and I do not have any evidence to convince me they were not present when the respondent took possession. The imprints in the carpet are consistent with the bed and night stand that were placed in the room. I am not satisfied shampooing the carpet was necessary to return it to a state of ordinary cleanliness or that any damage occurred that was beyond normal wear and tear, and I am denying the applicant's claim for carpet shampooing costs.

The respondent's failure to comply with her obligation to return the rental premises to the applicant in a state of ordinary cleanliness directly resulted in the loss of a tenant for the applicant. The applicant has made no further efforts to mitigate her loss by seeking a replacement tenant for the rental premises. The parties agreed that it would be fair to assess half a month's lost rent against the respondent under the circumstances. I find the respondent liable to the applicant for lost rent for half the month of March 2014 in the amount of \$400.

An order will issue requiring Ms. Coralie Boudreau to compensate the applicant for half a month's lost rent in the amount of \$400.

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Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Summary of cleaning costs claimed

Exhibit 2: Victoria Amoo House Cleaning Services invoice dated March 15, 2014

Exhibit 3: Victoria Amoo House Cleaning Services invoice dated March 22 and 23

Exhibit 4: Home Hardware receipts dated March 24, 2014

Exhibit 5: Home Hardware Rentals contract number 73399 dated March 22 to 24

Exhibit 6: Set of 20 photographs

Exhibit 7: Set of e-mails between the applicant and respondent dated between February 13 and April 4, 2014

Exhibit 8: Interac e-transfer acceptance and e-mails between applicant and respondent dated April 8, 2014