

IN THE MATTER between **Catherine Cockney and Tyson Pertschy**, Applicants, and  
**Debbie Bernhardt and Joey Watters**, 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, **Adelle Guigon**, Deputy Rental Officer,  
regarding a rental premises located within the **town of Inuvik in the Northwest  
Territories**.

BETWEEN:

**CATHERINE COCKNEY and TYSON PERTSCHY**

Applicants/Landlords

- and -

**DEBBIE BERNHARDT and JOEY WATTERS**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents must pay to the applicants rental arrears in the amount of \$199.95 (one hundred ninety-nine dollars ninety-five cents).
2. Pursuant to section 30(4)(c) of the *Residential Tenancies Act*, the applicants must compensate the respondents for cleaning costs in the amount of \$150.00 (one hundred fifty dollars).

DATED at the City of Yellowknife in the Northwest Territories this 12th day of August  
2015.

---

Adelle Guigon  
Deputy Rental Officer

IN THE MATTER between **Catherine Cockney and Tyson Pertschy**, Applicants, and  
**Debbie Bernhardt and Joey Watters**, 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 **Adelle Guigon**, Deputy Rental Officer,

BETWEEN:

**CATHERINE COCKNEY and TYSON PERTSCHY**

Applicants/Landlords

-and-

**DEBBIE BERNHARDT and JOEY WATTERS**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>July 30, 2015</b>
<b><u>Place of the Hearing:</u></b>	<b>Inuvik, Northwest Territories, by teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>Tyson Pertschy, applicant Joey Watters, respondent</b>
<b><u>Date of Decision:</u></b>	<b>August 12, 2015</b>

### **REASONS FOR DECISION**

An application to a rental officer made by Catherine Cockney and Tyson Pertschy as the applicants/landlords against Debbie Bernhardt and Joey Watters as the respondents/tenants was filed by the Rental Office June 4, 2015. The application was made regarding a residential tenancy agreement for the rental premises known as 7 Bonnetplume Road in Inuvik, Northwest Territories. The applicant personally served a copy of the filed application on the respondents June 15, 2015.

The applicant alleged the respondents had withheld a portion of their rent, had failed to pay their security deposit, and had abandoned the rental premises. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for July 30, 2015, in Inuvik, Northwest Territories. Mr. Tyson Pertschy appeared as applicant. Mr. Joey Watters appeared as respondent and for Ms. Debbie Bernhardt.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a tenancy agreement between them for the rental premises known as 7 Bonnetplume Road in Inuvik, Northwest Territories. The tenancy commenced March 24, 2015, and ended June 30, 2015. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

#### *Steam cleaning upon taking occupancy*

Neither party was able to provide written entry or exit inspection reports on the condition of the rental premises. The applicants provided 54 photographs into evidence taken at the end of the tenancy. The metadata attached to the photographs indicate they were taken July 1, 2015. I am satisfied the photographs provided reflect the condition of the rental premises at the end of the tenancy.

Mr. Watters testified that he accepted occupancy of the rental premises March 23, 2015, after which he notified the landlords that the carpets had not been sufficiently cleaned of pet hair by the prior tenants. Mr. Watters re-vacuumed and cleaned the carpets himself, claiming Mr. Pertschy agreed to reimburse him \$200 in acknowledgement of the positive results to the carpets of Mr. Watters' efforts. When Mr. Watters had not received the \$200 reimbursement by the end of April 2015, he withheld it from his May rent.

Mr. Pertschy claimed the rental premises was "move in" ready. He claimed the carpets had been steam cleaned prior to the respondents moving in. Mr. Pertschy neither confirmed nor denied agreeing to compensate Mr. Watters for his efforts at cleaning the carpets.

I find Mr. Watters' testimony regarding the condition of the carpets at the time he took occupancy to be credible. I have no reason to disbelieve him. Mr. Pertschy's only expressed concern on the matter was regarding the withholding of rent. I am satisfied on a balance of probabilities that the carpets did require additional cleaning as described by Mr. Watters, for which the previous tenants should be held accountable and Mr. Watters should be reimbursed. I am satisfied Mr. Watters' claim of \$200 as compensation for the cost of steam cleaning is reasonable. I find the applicants failed to provide the rental premises in a good state of repair upon granting occupancy to the respondents and that the respondents should be compensated accordingly.

*Ordinary cleanliness upon vacating*

Mr. Pertschy claimed when the respondents vacated the rental premises they left behind some debris and some cleaning was required. He testified that Mr. Bennie Kunnizzie (sp) was hired to clean the premises and was paid \$200 to do so. An invoice supporting this claim was not provided into evidence. The photographs show the following:

- stains in the living room and hallway carpets
- a small amount of garbage left in the yard and on the side of the road
- some items left behind in the garage and in the house
- the main entrance required vacuuming

- scuff marks and fingerprints on two walls and an interior door
- a piece of plywood in the furnace room was stained

Mr. Watters indicated the stains in the living room and hallway carpets, the garbage in the yard, the items left behind the garage and in the house, and the furnace room were all as they appear in the photos at the beginning of the tenancy. The items which were left on the side of the road were scheduled for pick up by the Town of Inuvik's sanitation department. Having no evidence to the contrary, I am satisfied the respondents are not liable for these items.

Section 45(2) of the Act specifies a tenant's obligation to maintain the rental premises in a state of ordinary cleanliness. To my mind this includes (but is not limited to) vacuuming, sweeping, mopping, wiping marks off walls, and cleaning appliances, windows, and bathrooms. The photographs show scuff marks and fingerprints on two walls and an interior door which should have been wiped clean, and the main entrance carpet requiring vacuuming. While these fall within the category of "ordinary cleanliness", they are minor items requiring little time and effort to resolve. The landlord's claim of \$200 compensation for effecting this cleaning seems excessive to me. I am satisfied a minor amount of cleaning for which the respondents were responsible was required. However, the amount of compensation I am prepared to grant for this is \$50 for approximately one hour's worth of work. I find the respondents have failed to comply with their obligation to maintain the ordinary cleanliness of the rental premises and that the applicants should be compensated accordingly. The respondents' \$50 compensation will be deducted from the applicants' \$200 compensation.

#### *Rental arrears and security deposit*

The parties agreed at hearing that the security deposit of \$1,650 paid at the commencement of the tenancy was retained against the rent for June 2015. The interest accumulated on the security deposit of \$0.05 was not accounted for.

The Act specifies the full amount of rent is due and payable as agreed by the terms of the tenancy agreement. The tenancy agreement between the parties specifies the rent is due the first day of every month. Tenants are prohibited from withholding any amount of rent from the landlord. By withholding \$200 from the rent for May 2015, the respondents accumulated rental arrears. Applying the security deposit interest against the \$200 rental arrears, I find the respondents have failed to comply with their obligation to pay the full amount of rent and that they have accumulated rental arrears in the amount of \$199.95.

*Order*

An order will issue requiring Ms. Debbie Bernhardt and Mr. Joey Watters to pay rental arrears to the applicants in the amount of \$199.95.

An order will issue requiring Ms. Catherine Cockney and Mr. Tyson Pertschy to compensate the respondents for cleaning costs in the amount of \$150.

---

Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Tenancy agreement signed March 23, 2015

Exhibit 2: Emails between Tyson Pertschy, Cathy Cockney, and Joey Watters dated May 6, May 8, and May 29, 2015

Exhibit 3: Set of 54 photographs

Exhibit 4: Set of emails from the respondents dated August 11, 2015