

IN THE MATTER between **Patricia Bartlett**, Applicant, and **NPR Limited Partnership**, 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, regarding a rental premises located within the **city of Yellowknife in the Northwest Territories**.

BETWEEN:

**PATRICIA BARTLETT**

Applicant/Tenant

- and -

**NPR LIMITED PARTNERSHIP**

Respondent/Landlord

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 18.1(b) of the *Residential Tenancies Act*, the landlord must return to the tenant part of the retained security deposit in the total amount of \$806.94 (eight hundred six dollars ninety-four cents).

DATED at the City of Yellowknife in the Northwest Territories this 13th day of November 2015.

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Adelle Guigon  
Deputy Rental Officer

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Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter  
R-5 (the "Act");

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BETWEEN:

**PATRICIA BARLETT**

Applicant/Tenant

-and-

**NPR LIMITED PARTNERSHIP**

Respondent/Landlord

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>October 7, 2015</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>Patricia Bartlett, applicant Aya Burshan, representing the respondent</b>
<b><u>Date of Decision:</u></b>	<b>November 10, 2015</b>

### **REASONS FOR DECISION**

An application to a rental officer made by Patricia Bartlett as the applicant/tenant against Northern Properties REIT as the respondent/landlord was filed by the Rental Office September 9, 2015. The application was made regarding a residential tenancy agreement for the rental premises known as #311, 5603 - 51A Avenue, in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on the respondent September 10, 2015.

The applicant alleged the respondent had retained a portion of her security deposit against the cost of repairs and cleaning that the applicant disputes were necessary. An order was requested for the return of her security deposit. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for October 7, 2015, in Yellowknife, Northwest Territories. Ms. Patricia Bartlett appeared as applicant. Ms. Aya Burshan appeared representing the respondent.

#### *Preliminary matters*

The application to a rental officer identified the landlord as Northern Properties REIT. The written tenancy agreement identified the landlord as NPR Limited Partnership. Ms. Burshan confirmed that the two entities were of the same organization. Ms. Bartlett and Ms. Burshan agreed the application should correspond with the tenancy agreement. The application and style of cause will be amended going forward to identify the landlord as NPR Limited Partnership.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a tenancy agreement between them for the rental premises known as #311, 5603 - 51A Avenue, in Yellowknife, Northwest Territories. The tenancy commenced June 9, 2011, and ended April 30, 2015. A security deposit of \$1,370 was paid on June 9, 2011. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

*Repairs and cleaning costs*

According to documentation provided by the tenant, the tenant notified the landlord that she wished to be present for the move-out inspection and requested it be scheduled for 2:00 p.m. on April 30, 2015. The tenant professionally steam cleaned the carpets on April 29<sup>th</sup> and provided a copy of the receipt. The tenant and her parents moved the remaining boxes from her apartment on April 30<sup>th</sup>, and finished cleaning the apartment: wiping down the walls, appliances, bathroom, and cupboards. This cleaning was not completed until mid-afternoon.

The landlord's representative attended the rental premises at 10:30 a.m. on April 30, 2015, to conduct the move-out inspection. The tenant was not present, but her mother was. The landlord's representative refused to delay the inspection and would not permit the tenant's mother to participate in the inspection on the tenant's behalf. The landlord's representative conducted the inspection in the tenant's absence, noting: the walls, cupboard, fridge, toilet, closet doors, and window tracks required "light cleaning"; the living room flooring needed steam cleaning; and items were remaining under the bathroom vanity. Damage was also noted to the corner wall in the kitchen.

As previously indicated, the carpet had been steam cleaned and the remaining cleaning was not completed by the tenant until after the landlord's representative conducted the move-out inspection. The move-in inspection report indicated that there were pre-existing marks and stains in the carpets. No photographs were provided at hearing. Ms. Burshan was not the representative who conducted the move-out inspection, so her testimony that the steam cleaning of the carpet was required because it was dirty is insufficient hearsay. Ms. Bartlett is disputing any charges for steam cleaning the carpet or for cleaning the premises.

Ms. Bartlett does not dispute that the corner wall in the kitchen was damaged. It had been damaged by her dog; her father repaired and patched the damaged area, preparing it for painting. Ms. Bartlett does not dispute that the area in question still needed to be painted, but she does dispute the \$325 she is being charged for it. Ms. Burshan was unable to speak to or provide evidence regarding this claim.

I am satisfied that the tenant left the premises in an ordinary state of cleanliness and I am denying the landlord their claimed cleaning costs in the amount of \$120.

I am satisfied that the tenant complied with section 21 of the rules and regulations to her tenancy agreement by professionally steam cleaning the carpets; I believe the landlord's representative's note on the move-out inspection regarding the carpet needing steam cleaning likely was in response to the pre-existing marks and stains that were noted in the move-in inspection report for which the tenant is not responsible. The landlord's claimed steam cleaning costs of \$300 are denied.

I am satisfied that the corner wall area in the kitchen had been damaged and repaired by the tenant, and that it was in a condition ready to be painted. To my mind, a corner portion of a kitchen wall is not a great area to paint, even considering ensuring it matches the surrounding painted area. I expect it would take no longer than an hour of a competent painter's time to apply two coats of paint to such an area. I find the tenant liable to the landlord for painting in the amount of \$50, plus 15 percent admin fees and 5 percent GST, for a total amount of \$60.38.

*Security deposit*

The tenant paid a security deposit in the amount of \$1,370 on June 9, 2011, to which interest calculated to April 30, 2015, in the amount of \$2.49 is added, for a total security deposit of \$1,372.49.

The landlord did have both an entry and exit inspection report for this tenancy and as such appropriately withheld a portion of the security deposit for perceived cleaning and repairs costs. The remaining security deposit in the amount of \$505.17 was paid to the tenant by a cheque dated May 6, 2015. The move-out statement was prepared May 12, 2015, detailing the reasons for the retained portion. It is noted that the security deposit interest was incorrectly debited in the move-out statement resulting in an incorrect balance payable to the tenant.

However, having made the above determinations, the landlord must now return an additional portion of the tenant's security deposit in the amount of \$806.94, and an order will issue requiring the landlord to return that portion of the security deposit to the tenant.

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Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Landlord's notice to tenant dated June 2011
- Exhibit 2: Move-out inspection and acceptance report dated April 30, 2015
- Exhibit 3: Landlord's notice to tenant dated October 15, 2013
- Exhibit 4: Landlord's confirmation of notice to vacate dated April 2, 2015
- Exhibit 5: Tenant's written notice to vacate dated April 1, 2015
- Exhibit 6: Commercial Carpet & Ceiling Cleaning Ltd. Invoice number 3083 dated April 29, 2015
- Exhibit 7: Move out statement dated May 12, 2015
- Exhibit 8: Landlord's cheque number 97032 to tenant dated May 6, 2015
- Exhibit 9: Lease agreement made June 6, 2011
- Exhibit 10: Move in inspection and acceptance report signed by both parties June 9, 2011
- Exhibit 11: Move out inspection and acceptance report signed by landlord April 30, 2015