

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
DIONNE BERTRAND AND JODY FANTASQUE, 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 **FORT LIARD, NT.**

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

DIONNE BERTRAND AND JODY FANTASQUE

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 seven hundred nineteen dollars and sixty seven cents (\$719.67).

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of January,
2016.

Hal Logsdon
Rental Officer

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
DIONNE BERTRAND AND JODY FANTASQUE, 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:

NWT HOUSING CORPORATION

Applicant/Landlord

-and-

DIONNE BERTRAND AND JODY FANTASQUE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: December 16, 2015

Place of the Hearing: Yellowknife, NT via conference call

Appearances at Hearing: Betty Hardisty, representing the applicant
Jody Fantasque, respondent

Date of Decision: December 16, 2015

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on August 12, 2015 when the respondents vacated the premises. The applicant retained the security deposit (\$500) and accrued interest (\$0.33) applying it to cleaning costs (\$788.99) and rent arrears (\$1020) resulting in a balance owing to the applicant of \$1308.66. The applicant sought relief in that amount.

The applicant provided inspection reports, an invoice for cleaning costs and a statement of account in evidence. A copy of the tenancy agreement confirmed that the respondents were joint tenants during the term.

The respondent did not dispute the rent arrears but disputed the cleaning costs, stating that she had cleaned the entire unit except the kitchen cupboards, stove and refrigerator. The cleaning invoice indicates that two persons were paid over \$600 to clean and cleaning supplies costing \$134.74 were purchased. The check out inspection report indicates that only the kitchen cabinets, stove, refrigerator and bathroom sink required cleaning. The invoice does not indicate how many hours were spent cleaning or the hourly rate paid and the applicant had no direct knowledge of the condition of the premises.

In my opinion, the cleaning costs are not justified by the inspection report which indicates, at best, the requirement for only several hours of cleaning. Similarly, the cleaning supplies appear excessive for the amount of cleaning required. In my opinion, the cleaning costs should not have

exceeded \$200.

Reducing the cleaning costs to \$200 and applying the security deposit and accrued interest first to the cleaning costs, I find rent arrears due to the applicant in the amount of \$719.67 calculated as follows:

Security deposit	(500.00)
Interest	(0.33)
Cleaning	200.00
Rent arrears	<u>1020.00</u>
Total due applicant	\$719.67

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$719.67

Hal Logsdon
Rental Officer