

IN THE MATTER between **Shelter Canadian Properties Ltd.**, Applicant, and **Camilia Zoe-Chocolate**, 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**, Rental Officer, regarding a rental premises located within the **city of Yellowknife in the Northwest Territories**.

BETWEEN:

**SHELTER CANADIAN PROPERTIES LTD.**

Applicant/Landlord

- and -

**CAMILIA ZOE-CHOCOLATE**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears in the amount of \$2,559.82 (two thousand five hundred fifty-nine dollars eighty-two cents).
2. Pursuant to sections 42(3)(e) and 45(4)(d) of the *Residential Tenancies Act*, the respondent must pay to the applicant costs for repairs and cleaning in the amount of \$355.00 (three hundred fifty-five dollars).

DATED at the City of Yellowknife in the Northwest Territories this 26th day of April 2016.

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Adelle Guigon  
Rental Officer

IN THE MATTER between **Shelter Canadian Properties Ltd.**, Applicant, and **Camilia Zoe-Chocolate**, 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:

**SHELTER CANADIAN PROPERTIES LTD.**

Applicant/Landlord

-and-

**CAMILIA ZOE-CHOCOLATE**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>April 19, 2016</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>Tanya Kidson, representing the applicant Camilia Zoe-Chocolate, respondent</b>
<b><u>Date of Decision:</u></b>	<b>April 19, 2016</b>

**REASONS FOR DECISION**

An application to a rental officer made by Shelter Canadian Properties Ltd. as the applicant/landlord against Camilia Zoe-Chocolate as the respondent/tenant was filed by the Rental Office February 26, 2016. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on the respondent March 4, 2016.

The applicant alleged the respondent had accumulated rental arrears, caused damages to the rental premises, and had left the premises in an unclean state upon vacating. An order was sought for the payment of rental arrears and compensation for repairs and cleaning.

A hearing was scheduled for April 19, 2016, in Yellowknife, Northwest Territories. Ms. Tanya Kidson appeared representing the applicant. Ms. Camilia Zoe-Chocolate appeared as respondent.

*Tenancy agreement*

The parties agreed and evidence was submitted establishing a residential tenancy agreement between them for the rental premises known as #114, 100 Beck Court, in Yellowknife, Northwest Territories. The tenancy commenced November 17, 2015, with monthly rent set at \$1,770. The tenant gave the landlord written notice to terminate the tenancy and vacated the rental premises on or about April 1, 2016. The exit inspection of the premises was conducted in the tenant's absence on April 6, 2016. I am satisfied a valid tenancy agreement was in place between the parties from November 17, 2015, to April 1, 2016, in accordance with the *Residential Tenancies Act* (the Act).

### *Rental arrears*

The parties agreed and evidence was presented establishing that the respondent had accumulated rental arrears in the amount of \$3,887.50. The total security deposit of \$1,327.68 was appropriately withheld against the rental arrears, and the respondent did not dispute this. Accounting for the application of the security deposit, I find the respondent has accumulated rental arrears in the amount of \$2,559.82.

### *Cleaning and repairs*

The exit inspection report submitted by the applicant documents the following statement regarding the condition of the rental premises upon move out: "Unit not clean. Not steam cleaned. Broken fridge handle." The respondent was charged \$420 for cleaning the premises, \$210 for steam cleaning the carpets, and \$50 for repairing the fridge handle. No photographs were provided to substantiate the allegations regarding the amount of cleaning required or the condition of the carpets. The respondent did not dispute the \$50 charge to repair the fridge handle and, as such, I find the respondent liable for that cost.

The applicant's representative testified that although it appeared the respondent had made efforts to clean the premises, the efforts were not the standard required for move out by the landlord. The respondent disputed that the extent of cleaning that was necessary justifies a charge of \$420. She acknowledged not being able to clean within and around the stackable washer and dryer set, that she had not vacuumed the carpets, and that she had not cleaned the blinds. Otherwise, the remaining appliances were cleaned, the walls were wiped, the floors were swept and mopped, the counters and cupboards were cleaned, the windows and doors were cleaned, and the bathroom was cleaned. The dishwasher had never been used during the tenancy.

The respondent also acknowledged that the carpet in the living room did have some stains that occurred during her tenancy. The applicant's representative confirmed that the \$210 claimed for steam cleaning was for the carpets in the living room and two bedrooms.

Section 45(2) of the Act requires a tenant to maintain the ordinary cleanliness of the rental premises. The accepted definition of ordinary cleanliness means the general day-to-day cleaning of the premises, including: cleaning walls, counters, cupboards, doors, windows, appliances, and all parts of the bathroom; and dusting, sweeping, mopping, and vacuuming. Steam cleaning of carpets would be extraordinary cleaning and only necessary where the carpets have been stained or pets were present during the tenancy. Any cleaning required by the landlord at the end of a tenancy beyond the ordinary cleanliness required by the tenant under the Act represents the landlord's standard of cleanliness and would be a cost of doing business.

In this case, there is no evidence to substantiate the condition of the premises as being left in a less than ordinary state of cleanliness, except for the undisputed items specified by the tenant. As such, the applicant's claims for costs are unreasonable.

With respect to the costs for cleaning, recognizing the effort required to clean in and around the stackable washer and dryer, to clean three sets of blinds, and to vacuum the carpets in three rooms, I find \$200 to be an appropriate amount of compensation.

With respect to the costs for steam cleaning, the cost of \$210 claimed by the applicant represents the costs associated with cleaning two bedrooms and the living room. It was conceded at hearing that the living room represents the greater proportion of carpeting estimated at 50 percent. I find \$105 to be an appropriate amount of compensation for steam cleaning the living room carpet.

#### *Orders*

An order will issue requiring the respondent to pay rental arrears in the amount of \$2,559.82 and to pay costs of repairs and cleaning in the amount of \$355.

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Adelle Guigon  
Rental Officer