

IN THE MATTER between **DAVID ALDERDICE**, Applicant, and **LEE SMITH**,
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, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **NORMAN WELLS, NT.**

BETWEEN:

DAVID ALDERDICE

Applicant/Tenant

- and -

LEE SMITH

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. The application and the respondent's request for compensation are dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of
December, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **DAVID ALDERDICE**, Applicant, and **LEE SMITH**,
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 **Hal Logsdon**, Rental Officer.

BETWEEN:

DAVID ALDERDICE

Applicant/Tenant

-and-

LEE SMITH

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: December 18, 2002

Place of the Hearing: Norman Wells, NT via teleconference

Appearances at Hearing: David Alderdice, representing the applicant
Lee Smith, respondent

Date of Decision: December 18, 2002

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on April 30, 2002 when the applicant vacated the rental premises. On May 7, 2002 the respondent returned a portion of the security deposit to the applicant, deducting \$300 for repairs to the steps. An itemized statement of the deposit was noted on the face of the respondent's cheque.

On May 29, 2002 the applicant paid the respondent \$200 after the respondent requested compensation for repairs to the wall surfaces around the windows which he claimed were damaged by the improper application of plastic.

The application was filed on November 1, 2002 requesting the return of the security deposit and the \$200 provided to the landlord after the tenancy was terminated.

The respondent claimed that the repair of the wall finish surrounding the windows was in excess of the \$200 requested and paid and sought additional compensation for repairs.

The applicant provided photographs of the damaged stairs and claimed that the stairs had been allowed to rot, causing their collapse.

The respondent defended his retention of the \$300 for the stairs, stating that the stairs were damaged during a party at the premises when the applicant was out of town and was not caused

by deterioration or rot. He noted that the photographs showing rotted sections of wood were not part of the stair structure but rather an old wooden sidewalk.

In my opinion, both the application and any claim by the landlord for further compensation must be dismissed for the following reasons:

1. There is not, in my opinion, sufficient evidence to support the applicant's allegations that the stair damage was the result of the landlord's failure to maintain. The photographic evidence does not reveal any specific structural deterioration of the stairs that I can determine. The rotten wood in the photographs does not appear to be related to the stair structure.
2. The \$200 paid by the applicant to the respondent occurred after the termination of the tenancy agreement and the settlement of the security deposit. The payment can not be considered as part of the security deposit. There is no provision in the *Residential Tenancies Act* that permits the making of an order requiring a landlord to return other monies paid by a tenant to a landlord for the repair of damages to rental premises. Presumably the Act anticipates that a tenant having objections to a landlord's request for such monies will simply refuse to pay.
3. The application was not made within the six month limitation period required under section 68 of the *Residential Tenancies Act*. Admittedly, it *almost* conforms to that requirement but I see no reason to extend the time period as the

applicant does not appear to have taken any measures during the six month period to dispute the deductions or take legal action.

4. The respondent's claim is clearly in excess of the six month limitation imposed by section 68 of the Act. I see no reason to entertain it at this time by extending the time limit.

The application and the respondent's request for compensation are accordingly dismissed.

Hal Logsdon
Rental Officer