

IN THE MATTER between **JOANNE CHISSOLD**, Applicant, and **LONA HEDGEMAN**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

**JOANNE CHISSOLD**

Applicant/Tenant

- and -

**LONA HEDGEMAN**

Respondent/Landlord

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 18(5) of the *Residential Tenancies Act*, the respondent shall return to the applicant a portion of the retained security deposit in the amount of seven hundred eighty nine dollars and forty one cents (\$789.41).

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of May, 2003.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **JOANNE CHISSOLD**, Applicant, and **LONA HEDGEMAN**, 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:

**JOANNE CHISSOLD**

Applicant/Tenant

-and-

**LONA HEDGEMAN**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** May 13, 2003

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Elliot Born, representing the applicant (via telephone)  
Lona Hedgeman, respondent  
Willy Chidowe, witness for the respondent

**Date of Decision:** May 19, 2003

**REASONS FOR DECISION**

The tenancy agreement between the parties was terminated on November 30, 2002 when the respondent vacated the rental premises. The applicant alleged that the respondent failed to provide a notice outlining her intention to retain the security deposit or a statement outlining the deductions made from the security deposit. The applicant referred the matter to the rental officer for determination.

The respondent provided an undated statement showing costs of repair, cleaning and fuel oil in the amount of \$1859 and testified that the document was sent to the respondent by regular mail at the address shown on the application to a rental officer. The respondent's representative testified that it was not received. Section 18(3) of the *Residential Tenancies Act* requires that such a statement be provided to the tenant and section 71 requires that such notices shall be served personally or by registered mail.

The respondent claimed that there were damages to the siding above the door, damages to the door frame, damages to the linoleum, carpet cleaning, general cleaning and a required oil fill at the end of the tenancy agreement which cost the respondent a total of \$1859.

The claim for the cost of oil is denied as such losses can not be deducted from the security deposit. Such losses must be claimed through an application by the landlord.

The applicant acknowledged that the carpet required cleaning and did not dispute the claimed costs of \$175. The remainder of the claimed losses were disputed by the applicant.

The applicant denied that the premises required any cleaning other than the cleaning of the carpet. There was no evidence to support the allegations of the respondent other than her testimony. The claim for cost related to cleaning is denied.

The applicant testified that the door to the premises "fell off" and that the respondent permitted the applicant to repair it. The applicant testified that the door frame was also damaged by the failure of the door and that the exterior siding and linoleum in the entry had to be removed in order to replace the door. The applicant stated that the siding and linoleum had not been replaced.

From the evidence, there is no indication that the failure of the door was the result of negligence by the tenant. Therefore it was the responsibility of the landlord to repair it. It appears that the landlord provided certain materials to the tenant and made arrangements with the tenant to make the repairs. The repairs were obviously not suitable, in the opinion of the landlord. The question therefore, is whether the tenant is responsible for the alleged poor quality of workmanship. In my opinion, the damage to the door frame, siding and linoleum are the result of the unfinished repairs to the door. Since the repairs were the responsibility of the landlord, the finishing of the job must also be her responsibility. I see no evidence that the applicant's poor workmanship has resulted in costs that the landlord would not have paid if she had arranged for the repair of the door herself. The costs related to the siding, linoleum and door frame are therefore denied.

I find that the full retention of the security deposit is not warranted. An order shall be issued requiring the respondent to return a portion of the retained security deposit in the amount of \$789.41, calculated as follows:

Security deposit	\$950.00
Interest	14.41
Carpet cleaning	<u>(175.00)</u>
Amount to be returned	\$789.41

---

Hal Logsdon  
Rental Officer