

IN THE MATTER between **KARAN LYNN SPOELDER**, Tenant, and **GASTOWN LTD.**, Landlord;

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:

KARAN LYNN SPOELDER

Tenant

- and -

GASTOWN LTD.

Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the tenant shall pay the landlord costs related to tenant damages to the rental premises in the amount of \$118.87.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of June, 2003.

Hal Logsdon
Rental Officer

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BETWEEN:

KARAN LYNN SPOELDER

Tenant

-and-

GASTOWN LTD.

Landlord

REASONS FOR DECISION

Date of the Hearing: June 10, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Karan Lynn Spoelder, tenant
Ian Ferrier, representing the landlord

Date of Decision: June 13, 2003

REASONS FOR DECISION

The tenant filed an application seeking the return of her security deposit on April 24, 2003. The landlord filed an application seeking costs of repair of tenant damages on May 13, 2003. Both applications relate to the same tenancy agreement. With the consent of the parties both matters were heard at a common hearing.

The tenancy agreement between the parties was terminated on April 1, when the respondent vacated the rental premises. The landlord failed to issue a statement of security deposit until May 5, 2003. The tenant filed her application before the issuance of the security deposit statement seeking the return of her deposit. The landlord filed his application after the issuance of the statement alleging that the costs of repair exceeded the amount of the deposit. The landlord sought an order requiring the tenant to pay the balance of the alleged costs.

The parties agreed on the amount of the security deposit. The landlord calculated interest in accordance with the *Residential Tenancies Act*. The security deposit statement contained numerous deductions which the parties spoke to:

1. **Rent arrears (1 day @ \$45)**

The parties agreed that the tenant vacated on April 1, 2003. One days rent is equivalent to \$45. The deduction is reasonable.

2. Parking (\$60)

The landlord stated that these charges were for parking after the tenancy agreement was terminated. One spot was used by the tenant and one was used by her nephew who had stayed with her until December, 2002. The nephew's space was still occupied and charges continued to accrue. The tenant agreed that her truck was parked in one space for 30 days but stated that the arrangement for the other space was one made between the landlord and her nephew (or her nephew's father). The written tenancy agreement between the parties contains no provisions for parking. In my opinion the parking arrangements for the tenant's vehicle are not part of the tenancy agreement since that agreement had already been terminated. In my opinion, the arrangement for parking/storage for the nephew's goods is one between the landlord and the nephew (or the nephew's father). The parking fees for the period after the tenancy agreement had been terminated are therefore denied.

3. Cleaning of Carpets (\$180)

The parties agreed that the cleaning of the carpets was necessary and the costs reasonable.

4. Repair of Fire Exit (\$859.23)

The landlord testified that while in his shop he heard banging in the hallway. He stated that upon opening the door to the hallway, he saw several young men entering the tenant's apartment and noticed the damages to the fire door. He speculated that the young men had tried to open the door which was blocked with snow by kicking it. He believed one of the young men was the nephew of the tenant. The tenant did

not believe that her nephew was involved and questioned why the landlord had not notified her of the damages previously. He stated that he did not want to confront her on the matter. The landlord provided an invoice for the repair of the broken escape mechanism. From the evidence provided, I believe that the fire exit was damaged by persons who were permitted in the tenant's premises. Although the landlord did not actually see the door being broken, the noise he witnessed is consistent with the kicking of the door. Such noise could have only been produced by the persons he saw entering the tenant's apartment. There is no evidence to suggest the door was broken in any other fashion. I find the costs are reasonable and the repairs are the responsibility of the tenant.

5. Replacement of bedroom door (\$176.86)

The landlord provided photographs of the bedroom door which had been marked with some sort of glue with the word "HELLO". The landlord stated that he had tried to remove the substance but was unable to do so without refinishing the entire door which would have been more expensive than replacement. The tenant felt the damages were minor in nature and questioned why a poster could not have been placed over the damaged area. There is no indication from the inspection report, signed by both parties, that the damage was done prior to the commencement of the tenancy. I find the costs reasonable and the repair the responsibility of the tenant.

6. Replacement of bedroom wallboard (\$285.65)

The landlord provided photographs of markings on the bedroom wallboard. He testified that it appeared to be the same material which was on the door and that he

was unable to remove it. He provided invoices for the cost of material and an estimate of labour. The tenant acknowledged that one of the marks was done by her daughter but claimed that the other one was done prior to the commencement of the tenancy. An inspection report dated September 4, 2001 and signed by both parties does not note this damage. Consequently, I find that it was done during the tenancy and find the tenant responsible to repair. I find the costs as submitted by the landlord to be reasonable.

7. Clean up of oil spill (\$470.80)

The landlord provided photographs of the area which was provided to the tenant's nephew which showed that used oil had been allowed to overflow onto the ground. The landlord provided estimates to clean up the spill. The landlord operates a business in the complex and leases outside parking and storage space. He testified that he permitted the tenant's nephew to store automobile parts in one of those spaces but as part of the existing tenancy agreement with the tenant. The tenant claimed that the arrangement was one between the landlord and her nephew (or her nephew's father). I see no reference to parking in the written tenancy agreement. In my opinion, the arrangement was between the nephew and the landlord and the tenant is not responsible for the damages. The amount for clean-up of the spill is denied.

Applying the security deposit and accrued interest I find the outstanding amount due to the landlord to be \$118.87 calculated as follows:

Security deposit and interest	\$1427.87
Rent arrears	(45.00)
Carpet cleaning	(180.00)
Door Repair	(176.86)
Wall repair	(285.65)
Fire exit repair	<u>(859.23)</u>
Amount due landlord	\$118.87

An order shall be issued requiring the tenant to pay the landlord costs of repair of tenant damages to the premises in the amount of \$118.87.

Hal Logsdon
Rental Officer