

IN THE MATTER between **SUE FREUND**, Applicant, and **GRANT PAZIUK**,
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 **FORT SMITH, NT.**

BETWEEN:

SUE FREUND

Applicant/Tenant

- and -

GRANT PAZIUK

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 18(5) of the *Residential Tenancies Act*, the respondent shall return a portion of the security deposit to the applicant in the amount of five hundred three dollars and forty three cents (\$503.43).

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

Hal Logsdon
Rental Officer

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REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 19, 2003
<u>Place of the Hearing:</u>	Fort Smith, NT via teleconference
<u>Appearances at Hearing:</u>	Sue Freund, applicant Grant Paziuk, respondent
<u>Date of Decision:</u>	June 19, 2003

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on March 31, 2003 when the applicant vacated the rental premises. The respondent retained the entire security deposit and provided a statement of the deposit to the applicant. The applicant testified that the premises were left in a reasonably clean condition on termination and that there were no repairs of tenant damage necessary except the repair of a storm door screen and some minor scratches on the storm door. The applicant sought an order requiring the respondent to return the security deposit less reasonable repair costs of the door damage.

The parties spoke to each of the items which appeared on the statement of security deposit. My findings and determination of each is as follows:

1. The parties agreed that the amount of the security deposit provided by the applicant was \$675 and that it was provided in full on June 2, 2002.
2. The parties agreed that the screen on the rear storm door was torn and scratched, presumably by the tenant's dogs. The applicant stated that in her opinion, the wood door could be refinished and the screen repaired for approximately \$30. The respondent stated that given the difficulty and expense of obtaining trades help, it was reasonable to replace the door. He sought the replacement cost of the door which he estimated at \$230. He stated that this cost was based on an estimate provided by Home Hardware.

The respondent also provided an unsigned, undated letter from B.G. (Brad) Brake which stated that Mr. Brake had seen the door and noted that the screen was torn and the "wooden body of the door had notable gouges from dogs clawing it". From the evidence provided, it is difficult to ascertain the extent of the scratches on the door. The ripped screen certainly would not warrant the replacement of the door. In my opinion there is insufficient evidence to support the respondent's claim that the door required replacement. I find reasonable costs of repair to be \$50.

3. The respondent charged a total of \$55 for cleaning various areas in the premises. The applicant claimed that she left the premises in a reasonably clean state. Mr. Brake's unsigned letter refers to writing on the walls which had been removed but was still somewhat visible. The respondent stated that the premises were painted after the termination of the tenancy because they generally required re-painting. In my opinion, it is not justifiable to charge a tenant for barely visible marks on a wall when the premises are due for repainting. Other cleaning charges are simply not supported by sufficient evidence. The respondent's claim for cleaning charges is denied.

4. The respondent deducted \$110.45 for carpet cleaning and provided an invoice documenting the cost. The applicant disputed the charges stating that the carpets were reasonably clean, having been cleaned in December, three months prior to the termination of the tenancy agreement. The applicant had dogs, but she claimed that they never entered the carpeted areas of the premises. In my opinion, professional cleaning

of carpets is a reasonable obligation of a tenant when pets such as dogs or cats are permitted on the premises. I find the cleaning charges reasonable.

5. The respondent claimed the bedroom carpet was damaged by what appeared to be a bleach spill. He sought the replacement value of the carpet in the amount of \$316.50. The applicant testified that the stain was present when the tenancy commenced.. The respondent provided a letter dated June 18, 2003 from Warren Gillis stating that he had noticed no damage to the carpet “before your previous tenants moved in”. Section 15 of the *Residential Tenancies Act* requires a landlord and tenant to sign a document outlining the condition of the premises at the commencement of the tenancy when a landlord requires a security deposit. There was no document produced in this matter. In my opinion, the evidence that the respondent produced is not sufficient to determine the condition of the carpet at the commencement of the tenancy on June 1, 2002. The cost of carpet replacement is denied.

6. The respondent claimed \$24 for the clean-up of the yard. The respondent noted that the respondent had several dogs which she had failed to cleanup after sufficiently. The applicant noted that she had returned after the termination of the tenancy to clean up the dog faeces in the yard but had not been able to clean up all of the area due to snow cover. In my opinion, the additional clean-up by the landlord and the associated costs are reasonable.

In summary I find that the respondent does not have sufficient cause to withhold the entire security deposit and find the amount due to the applicant to be \$503.43, calculated as follows:

Security Deposit	\$675.00
Interest on deposit	12.88
Storm door repair	(50.00)
Carpet Cleaning	(110.45)
Yard clean-up	<u>(24.00)</u>
Amount due applicant	\$503.43

An order shall be issued requiring the respondent to return a portion of the security deposit to the applicant in the amount of \$503.43.

Hal Logsdon
Rental Officer