

IN THE MATTER between **809656 ALBERTA LTD.**, Landlord, and **SHELLY KAILEK AND DOUGLAS DILLON**, Tenants;

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:

809656 ALBERTA LTD.

Landlord

- and -

SHELLY KAILEK AND DOUGLAS DILLON

Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the tenants shall pay the landlord rent arrears in the amount of five hundred forty three dollars and thirty eight cents (\$543.38).

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of October, 2003.

Hal Logsdon
Rental Officer

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BETWEEN:

809656 ALBERTA LTD.

Landlord

-and-

SHELLY KAILEK AND DOUGLAS DILLON

Tenants

REASONS FOR DECISION

Date of the Hearing: October 14, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Talib Rasheed, representing the landlord
Shelly Kailek, tenant
Douglas Dillon, tenant

Date of Decision: October 17, 2003

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on September 4, 2003 when the tenants vacated the premises. The landlord completed a statement of the security deposit deducting cleaning (\$120.00), carpet cleaning (\$165.00), painting (\$400.00), lock changes (\$135.00), screen repair (\$10.00) and rent arrears (\$587.50) from the deposit, leaving a balance owing the landlord in the amount of \$991.50. The landlord filed an application on September 18, 2003 seeking an order requiring the respondents to pay that amount.

The tenants filed an application on September 30, 2003 disputing the deductions from the deposit. Both applications were heard at a common hearing as they related to the same tenancy agreement and the same matters.

A previous tenancy agreement existed between the parties for premises at 310 Ravenscourt. The tenants provided a security deposit of \$975 for those premises. When that tenancy agreement was terminated in favour of the tenancy agreement for the premises at 203 Ptarmigan, the landlord deducted amounts from the Ravenscourt deposit and applied the balance, \$423 to the required security deposit for Ptarmigan. The tenants provided no additional deposit for the Ptarmigan premises.

The tenants claimed that they had not seen the itemized statement of deductions for the

Ravenscourt tenancy but they reviewed it at the hearing and did not dispute the deductions made.

The tenants disputed the deductions made for cleaning costs and painting on the Ptarmigan security deposit statement. The tenants admitted that they did not completely clean the premises when vacating but disputed the need for six hours of cleaning. The landlord offered no evidence of the condition of the apartment other than his testimony that it was not clean and the check out report which noted areas in the kitchen and bathroom and some floors were not clean. The tenants stated that they felt four hours of cleaning would be sufficient. Without more specific evidence to support the requirement for six hours cleaning, I find four hours to be reasonable.

With the exception of one scratch mark, which the tenants described as a scuff which could be removed, the wall condition noted on the check-out report appears no worse than at check-in. From the evidence, it appears that if the apartment needed painting at the end of the tenancy, it also needed it at the beginning. In my opinion, the painting was not made necessary by the tenants' negligence. The landlords claim for repair expenses is denied.

I find the remainder of the security deposit statements to be in order except for the interest calculations which are in error. The interest for the Ravenscourt deposit should be \$56.04 and the interest for the Ptarmigan deposit should be \$3.08.

Correcting those mathematical errors and applying the security deposit first to cleaning and repairs, I find rent arrears owing in the amount of \$543.38 calculated as follows:

Security deposit	\$431.04
Interest of deposit	3.08
Cleaning (4 hours)	(80.00)
Carpet cleaning	(165.00)
Lock changes	(135.00)
Screen repair	(10.00)
Rent arrears	<u>(587.50)</u>
Amount due landlord	\$543.38

An order shall issue requiring the tenants to pay the landlord rent arrears in the amount of \$543.38.

Hal Logsdon
Rental Officer