

IN THE MATTER between **NIHJAA PROPERTIES LTD.**, Applicant, and **DONNA NEYANDO**, 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 **INUVIK, NT.**

BETWEEN:

NIHJAA PROPERTIES LTD.

Applicant/Landlord

- and -

DONNA NEYANDO

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of one thousand nine hundred dollars (\$1900.00).

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of December, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **NIHJAA PROPERTIES LTD.**, Applicant, and **DONNA NEYANDO**, 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:

NIHJAA PROPERTIES LTD.

Applicant/Landlord

-and-

DONNA NEYANDO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 18, 2003

Place of the Hearing: Inuvik, NT via videoconference

Appearances at Hearing: Chris Manuel, representing the applicant
Lisa Mitchell, representing the applicant

Date of Decision: December 19, 2003

REASONS FOR DECISION

The respondent was served with a Notice of Attendance by registered mail sent on November 27, 2003 and confirmed delivered on December 12, 2003. The respondent did not appear at the hearing and the hearing was held in her absence.

The applicant stated that the tenancy agreement was terminated on or about October 6, 2003 when the tenant vacated the rental premises. The applicant stated that they had retained the \$300 security deposit and accrued interest because the respondent had failed to pay the full amount of rent, failed to clean the carpets and failed to make repairs to the premises.

The applicant provided a statement of the security deposit which indicated a balance owing to the applicant in the amount of \$2942.98, itemized as follows:

Security Deposit	\$300.00
Interest on deposit	3.53
Carpet cleaning	(728.58)
Repairs	(617.93)
Rent arrears	<u>(1900.00)</u>
Balance owing	\$2942.98

The statement was revised from an previously prepared estimate and dated December 16, 2003. As the tenancy agreement was terminated on or about October 6, 2003 this statement was not prepared in accordance with the 30 day requirement in section 18(4) of the *Residential Tenancies Act*. The tardiness of the statement does not, in my opinion, disqualify the claim. However, I remind the applicant of their obligation to handle security deposits in accordance with the Act.

The applicant provided a statement of the rent which had been paid which indicated rent arrears in the amount of \$1900. The applicant also provided invoices for costs related to the carpet cleaning and the repairs and a work order detailing the repairs required. The applicant provided an inspection report and indicated that it reflected the condition of the premises at the end of the tenancy agreement. The applicant did not provide a report outlining the condition of the premises at the commencement of the tenancy agreement.

The accounting of the rent arrears appears to be in order. I find rent arrears in the amount of \$1900.

The invoice for the carpet cleaning indicates charges of \$607.15 which does not agree with the amount shown on the security deposit statement. The inspection report indicates carpet in the three bedrooms and each bedroom is marked "steam clean". The cleanliness of the carpets is unclear and the applicant's representatives had no direct knowledge of the condition of the premises at the termination of the tenancy agreement. As well, the invoice indicates labour of 10.5 hours and 674.75 square feet of carpet. It does not indicate the apartment number, address or other notation which would indicate that this cleaning was for the respondent's premises. The amount of the invoice, the time billed and the square footage all appear to be far in excess of amounts related to the premises. In my opinion, the landlord is entitled to no more compensation for the carpet cleaning than the amount of the security deposit and accrued interest. Any more is excessive and unreasonable. If the respondent objects to the retention of the security deposit for the carpet cleaning she may file an application with a rental officer. The applicant's request for

compensation for carpet cleaning in excess of the retained security deposit is denied.

The applicant provided no report of the condition of the premises at the commencement of the tenancy agreement, a requirement pursuant to section 15 of the *Residential Tenancies Act*. That obligation and the use of the inspection report as proof of condition are also clearly outlined in the written tenancy agreement between the parties.

The Rental Condition Report shall constitute proof of the condition of the rental premises at the time(s) indicated. These inspections shall be made at the commencement of the tenancy and at the conclusion of the tenancy.

A review of the repairs listed on the applicant's work order suggest to me that many of the repairs were made necessary due to normal wear and tear. Checking the fire extinguisher, repair of kitchen exhaust fan, repainting the bathroom ceiling, re-caulking tub and kitchen counter backsplashes and installing better wall fire protection by the stove all appear to be maintenance obligations of the landlord and not the result of tenant damage. There was no evidence presented to indicate that any of these repairs were made necessary due to the tenant's negligence. The few other repairs shown on the work order may have been required prior to the commencement of the tenancy. There is no inspection report or testimony to show otherwise. In my opinion, the applicant has not provided sufficient evidence to conclude that the repairs were made necessary due to the tenant's negligence. The request for compensation is therefore denied.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the

landlord. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1900.

Hal Logsdon
Rental Officer