

IN THE MATTER between **BRIAN PENNEY**, Applicant, and **GREAT SLAVE LAKE WILDERNESS ADVENTURES**, 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:

BRIAN PENNEY

Applicant/Tenant

- and -

GREAT SLAVE LAKE WILDERNESS ADVENTURES

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 security deposit in the amount of nine hundred seventy eight dollars and nine cents (\$978.09).

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of December, 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **BRIAN PENNEY**, Applicant, and **GREAT SLAVE LAKE WILDERNESS ADVENTURES**, 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:

BRIAN PENNEY

Applicant/Tenant

-and-

GREAT SLAVE LAKE WILDERNESS ADVENTURES

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: December 14, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Brian Penney, applicant
Gary Burt, representing the respondent
Elias Brenton, witness for the respondent

Date of Decision: December 23, 2004

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on June 30, 2004 when the applicant vacated the rental premises. The respondent retained the \$1375 security deposit and sent a notice to the applicant outlining repair and cleaning costs in the amount of \$4125. The applicant disputed the retention of the deposit in a letter to the respondent and filed an application to a rental officer on November 22, 2004.

The respondent alleged that the following repairs and cleaning were necessary after the premises were vacated:

1.	Locksmith charges	\$90.00
2.	Repair of floor	900.00
3.	Replacement of dishwasher	450.00
4.	Carpet cleaning	375.00
5.	Stove tray replacement	35.00
6.	Wall repair	220.00
7.	Refrigerator repair	105.00
8.	Painting & "normal maintenance"	1800.00

The applicant did not dispute the requirement for carpet cleaning or the repairs to the refrigerator but questioned the costs charged for those items. The applicant testified that the key was left on the premises when it was vacated and that the landlord also had a key, making locksmith charges unnecessary. The applicant argued that the hole in the subfloor must have existed at the commencement of the tenancy as it was covered with a carpet and the carpet was not damaged.

The applicant stated that he had reported the problems with the dishwasher to the former landlord who had refused to make repairs. The applicant testified that there was no damage to the walls.

The respondent did not provide any substantiation for the costs related to carpet cleaning or the repair of the refrigerator. The respondent's witness confirmed that the carpet was not damaged and that the subfloor was repaired for a cost of approximately \$135. The witness stated that the remainder of the costs related to the supply and installation of a new finish floor. The respondent stated that the kitchen was not left in a clean condition and the stove trays could not be cleaned.

I find the costs of carpet cleaning and refrigerator repair to be reasonable but find the respondent's claim for other repairs without sufficient evidence. The hole in the subfloor, although not noted on the check-in report, was, in all likelihood, covered by the carpet at the commencement of the tenancy agreement. As the carpet was not damaged, it is unlikely that the subfloor was damaged by the applicant. The dishwasher and stove tray repairs are, in my opinion, the result of normal wear and tear and not the responsibility of the tenant. There is no evidence to support the allegations that the walls were damaged or that they required paint due to the tenant's negligence.

Taking into consideration the interest due on the security deposit, an order shall issue requiring the respondent to return a portion of the retained security deposit to the applicant in the amount of \$978.09 calculated as follows:

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Security deposit	\$1375.00
Interest	83.09
Carpet cleaning	(375.00)
Fridge repair	<u>(105.00)</u>
Amount due applicant	\$978.09

Hal Logsdon
Rental Officer