

IN THE MATTER between ANNE LESKIW, Applicant, and RANDY ROLOSON AND CHRISTINE LEFEBVRE, Respondents;

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 ENTERPRISE, NT.

BETWEEN:

**ANNE LESKIW**

Applicant/Landlord

- and -

**RANDY ROLOSON AND CHRISTINE LEFEBVRE**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of seven thousand five hundred sixteen dollars and sixty two cents (\$7516.62).
2. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondents shall pay the applicant costs of repair of tenant damages to the premises and cleaning costs in the amount of four hundred sixty one dollars and twenty cents (\$461.20).

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of October, 2005.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between ANNE LESKIW, Applicant, and RANDY ROLOSON AND CHRISTINE LEFEBVRE, Respondents.

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:

ANNE LESKIW

Applicant/Landlord

-and-

RANDY ROLOSON AND CHRISTINE LEFEBVRE

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** October 11, 2005

**Place of the Hearing:** Yellowknife, NT via teleconference

**Appearances at Hearing:** Anne Leskiw, applicant

**Date of Decision:** October 25, 2005

**REASONS FOR DECISION**

This matter was originally scheduled for hearing on September 28, 2005. The respondent had filed a written response to the application and photographs but had failed to serve the applicant with the material. The matter was therefore adjourned to October 11, 2005 and the rental officer gave verbal notice to both parties regarding the time and arrangements for a teleconference hearing. On October 11, 2005 the rental officer attempted to contact the respondents by telephone at the appointed time. After several attempts to contact the respondents by phone, the hearing was held in their absence.

The tenancy agreement between the parties commenced on June 3, 2003 and was terminated on March 30, 2005 when the respondents vacated the premises. The applicant collected a security deposit of \$700 at the commencement of the tenancy agreement. At the termination of the tenancy agreement, the applicant retained the deposit and accrued interest. There was no evidence that an itemized statement was produced by the applicant in accordance with section 18(3) of the *Residential Tenancies Act*.

The premises consist of a single family dwelling and the tenancy agreement between the parties was made in writing in the form of the Schedule contained in the *Residential Tenancies Act*. In section 7(2) of that agreement, the parties have agreed that it shall be the tenants' responsibility to perform the landlords obligations to repair and maintain with the exception of repairs required as a result of normal wear and tear or as a result of damage by fire, water, tempest or other act of

God.

The applicant alleged that the respondents failed to pay the full amount of rent during the term of the tenancy agreement. The applicant provided a detailed statement of rent payments which indicated a balance of rent owing in the amount of \$7516.62.

The applicant also provided a detailed list of repairs and cleaning undertaken after the termination of the tenancy agreement and sought compensation for costs incurred in the amount of \$2688.78.

In the respondents' written response to the application they note that the rent for the premises was not \$750/month but \$700/month. The respondents acknowledged that the rent was seriously in arrears. My review of the applicant's rent statement indicates that the monthly rent charged for the premises remained the same throughout the term at \$700/month. I find the statement in order and find the respondents in breach of their obligation to pay the full amount of rent. I find the rent arrears to be \$7516.62.

In their written response, the respondents specifically disputed a number of number of allegations concerning damages. The applicant alleged that two toilets had to be replaced because the respondents had used lye in them which had discoloured the bowls. The respondents attributed the discolouration of the toilet bowls to the hard well water supplied to the house and noted that a toilet had been replaced earlier due to the hard water and discolouration. I find no evidence that

the toilets were damaged through the use of lye. Although not intended for cleaning toilets, I doubt if lye would damage a porcelain fixture. Water containing high concentrations of minerals will discolour porcelain over time. I find the toilets were not damaged by negligence but through the course of normal use in a hard water environment. The compensation for replacement is denied.

The applicant repainted most of the interior of the premises and sought compensation for her labour and materials. The respondents stated that the walls had not been painted and showed considerable wear and tear. The applicant stated that the walls had been primed and paint supplied to the tenants, but they had not done any painting. The photographs filed by the respondents show wall surfaces with some wear and tear but also considerable damage around ceiling intersections, windows and other joints. Much of this damage is clearly not the result of tenant negligence but is likely due to foundation problems and water infiltration or condensation around the windows. In my opinion, the requirement for painting is the result of normal wear and tear. The applicant's request for compensation is denied.

The applicant sought \$267.50 for cleaning the carpets, washing windows and cleaning a return air vent. The applicant admitted that the carpets were old but stated that they were still in good condition. The respondents admitted the carpets were not cleaned and stated that they were old, had a strong odour and required replacement. The photographs provided indicate that the carpet is in reasonably good condition. In my opinion, carpet cleaning is reasonable but the cost claimed is not. In my opinion, reasonable compensation for the carpet cleaning and the cleaning of the

return air vent is \$135. The photographs do not indicate any unreasonable amount of dirt on the window surfaces. In my opinion, this is normal wear and tear. Compensation for washing the windows is denied.

The applicant stated that the smoke detector had been removed and replaced with another type which was inoperative. The respondents admitted to removing the detector due it's loud signal and stated they had replaced it but failed to test it. In my opinion, the costs of replacement and installation submitted by the applicant are reasonable.

The applicant alleged that the respondents had put tape on the refrigerator which had to be removed. The respondents stated that the refrigerator was falling apart and the tape was used to hold a small inner door rack in place.

The respondents acknowledged that the storm door had been damaged as well as a dining room light, hallway door and a broken kitchen window. I find the costs for these repairs to be reasonable.

I have made a number of other adjustments to the applicant's rather detailed and lengthy claim for repairs and cleaning. The following tables summarize these adjustments.

<b>Repaired Item</b>	<b>Amt. Sought</b>	<b>Amt. Ordered</b>	<b>Reasons</b>
Painting	\$416.35	\$0	Normal wear and tear
Repair dryer vent	\$71.00	\$71.00	Condition good on move-in inspection report
Key replacement	\$2.14	\$2.14	One key not returned
Repair storm door	\$296.24	\$296.24	Damage acknowledged by tenant - costs reasonable
Replace outside light globe	\$10.00	\$10.00	Not noted on move-in inspection report
Repair front closet door	\$25.00	\$25.00	Latch broken
Replace back door	\$225.00	\$225.00	Not noted missing on move-in inspection report
Replace smoke detector	\$75.00	\$75.00	Not noted on move-in inspection report
Replace light globe	\$10.00	\$10.00	Damage acknowledged by tenant - costs reasonable
Replace chandelier bulb	\$25.00	\$5.00	Costs unreasonable
Fill holes in walls	\$15.00	\$0	Normal wear and tear - included in painting
Reinstall curtain rod and remove window insulation	\$15.00	\$15.00	Part of normal maintenance - tenant's responsibility
Replace kitchen window	\$83.71	\$83.71	Damage acknowledged by tenant - costs reasonable
Repair drawers in kitchen	\$30.00	\$0	Normal wear and tear
Replace 2 toilets	\$306.00	\$0	Normal wear and tear
Replace light bulbs	\$112.00	\$5.00	Costs unreasonable
Clean window casing and replace plastic	\$10.00	\$10.00	Part of normal maintenance - tenant's responsibility

<b>Repaired Item</b>	<b>Amt. Sought</b>	<b>Amt. Ordered</b>	<b>Reasons</b>
Rehang bedroom door	\$7.50	\$7.50	Noted in good condition on check-in report
Rehang folding doors	\$50.00	\$10.00	Off track - costs unreasonable. Photographs show no other damage
<b>TOTAL REPAIRS</b>	<b>\$1784.94</b>	<b>\$850.59</b>	

<b>Cleaning Item</b>	<b>Amt. Sought</b>	<b>Amt. Ordered</b>	<b>Reasons</b>
Yard clean-up	\$35.00	\$0	Photographic evidence does not indicate need for clean-up
Remove tape from floor	\$15.00	\$15.00	Tape covered computer cables - not present at commencement of tenancy agreement
Remove tape from refrigerator and storm door	\$75.00	\$0	Costs unreasonable - storm door repair considered elsewhere
General cleaning (contract)	\$220.00	\$100.00	Photographic evidence does not support the need for 9 hours of cleaning
Carpet cleaning, clean return air vent and wash windows	\$267.50	\$135.00	Costs unreasonable. Window washing deemed normal wear and tear.
Remove kitchen floor stains	\$15.00	\$15.00	Stains not noted on check-in report
Oil wooden cupboards	\$30.00	\$0	Normal wear and tear
Remove bedroom floor stains	\$50.00	\$15.00	Costs adjusted to those required to remove stains on similar flooring in kitchen
Clean basement floor	\$20.00	\$20.00	Photographic evidence supports need to clean - costs reasonable
Cleaning products	\$45.34	\$45.34	Receipted - costs reasonable
<b>TOTAL CLEANING</b>	<b>\$772.84</b>	<b>\$345.34</b>	



<b>Other Items</b>	<b>Amt. Sought</b>	<b>Amt. Ordered</b>	<b>Reasons</b>
Administration	\$175.00	\$0	Not a direct cost.

<b>GRAND TOTAL</b>	<b>\$2732.78*</b>	<b>\$1195.93</b>
--------------------	-------------------	------------------

\* Note that there is an arithmetic error in the landlord's application

Taking the security deposit and accrued interest into consideration I find the amount due to the applicant to be \$7977.82, calculated as follows:

Security deposit	\$700.00
Interest on deposit	34.73
Cleaning & Repairs	(1195.93)
Rent Arrears	<u>(7516.62)</u>
Amount due Applicant	\$7977.82

Applying the security deposit first to the repair and cleaning charges, an order shall issue requiring the respondents to pay the applicant rent arrears of \$7516.62 and repair and cleaning costs in the amount of \$461.20.

---

Hal Logsdon  
Rental Officer