

IN THE MATTER between **MICHAEL COLE**, Applicant, and **ERIKA WALTON**,  
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 **HAY RIVER, NT**.

BETWEEN:

**MICHAEL COLE**

Applicant/Tenant

- and -

**ERIKA WALTON**

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 the remainder of the security deposit plus accrued interest in the amount of one thousand two hundred twenty four dollars and seventy nine cents (\$1224.79).

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of  
November, 2005.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**MICHAEL COLE**

Applicant/Tenant

-and-

**ERIKA WALTON**

Respondent/Landlord

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>November 15, 2005</b>
<b><u>Place of the Hearing:</u></b>	<b>Hay River, NT via teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>Michael Cole, applicant Erika Walton, respondent</b>
<b><u>Date of Decision:</u></b>	<b>November 15, 2005</b>

**REASONS FOR DECISION**

The tenancy agreement between the parties was terminated on August 31, 2005. A security deposit of \$1375 was provided to the respondent at the beginning of the tenancy agreement on or about August 15, 2004. There was no document prepared outlining the condition of the premises at the commencement of the tenancy agreement. Following the termination of the agreement, the respondent prepared a statement of deductions from the deposit and refunded the balance of \$187.65 to the applicant. The deductions were made to cover cleaning expenses and supplies including carpet cleaning, the costs of furnace filters and repairs to walls. The applicant disputes the deductions and seeks the return of the remainder of the deposit plus the accrued interest during the term of the agreement.

The applicant testified that he left the premises in a clean condition. He stated that he had the carpets professionally steam cleaned and returned to the premises to remove dog hair after the respondent complained. He indicated that the respondent was satisfied with the condition of the carpets. The applicant testified that he had cleaned the premises thoroughly and left it in a cleaner condition than it was at the commencement of the agreement.

The applicant disputed the charges for the replacement of the filters, stating that in his opinion, that was the responsibility of the landlord. The parties agreed that the written tenancy agreement obligated the landlord to maintain the premises.

The applicant testified that there had been small holes in the walls at the commencement of the tenancy agreement which he repaired. He stated that he had also repaired several small holes that he created by hanging pictures in the premises. He stated that two other small holes were the result of the installation of cable internet and were created by the company that installed the service.

The respondent testified that the premises were not left in a clean condition. She stated that the carpet, despite having been cleaned, had to be cleaned again to remove all the dog hair. She denied accepting the condition of the carpet as satisfactory. The respondent stated that the toilet bowl was stained and there was dog hair behind the refrigerator and the stove. The respondent stated that the furnace filters were full of dog hair and had to be replaced. Similarly the vents were full of dog hair.

Section 15 of the *Residential Tenancies Act*, requires that a signed condition report be completed and provided to the tenant at the commencement of a tenancy agreement when a security deposit is required by the landlord.

- 15. (1) At the commencement of the tenancy and when a security deposit is requested, a landlord and tenant shall sign a document that sets out the condition and contents of the rental premises.**
- (2) A landlord shall ensure that a signed copy of the document referred to in subsection (1) is delivered to the tenant on receipt of all or a portion of the security deposit, as the case may be.**

Although, in my opinion, the failure to complete such a report does not disqualify a landlord from claiming repair expenses, a landlord who fails to complete such a report deprives

themselves of an important piece of evidence. The onus to provide sufficient evidence to justify repairs or cleaning costs lies with the landlord.

Weighing the testimony of both parties, I do not find sufficient evidence to conclude that the rental premises were not left in a reasonably clean condition at the end of the tenancy agreement. I also find that there is insufficient evidence to conclude that the alleged damage to the walls was not normal wear and tear or the result of the previous tenant's negligence. In my opinion, the changing of furnace filters and cleaning of the heating system, including the ducting, is the responsibility of the landlord. In summary, I do not find any justification for the respondent to retain the security deposit.

Taking into consideration the interest, which I find to be \$37.44, and the amount previously refunded to the applicant, I find a balance due to the applicant in the amount of \$1224.79 calculated as follows:

Security deposit	\$1375.00
Interest	37.44
less amount returned	<u>(187.65)</u>
Amount due applicant	\$1224.79

An order shall issue requiring the respondent to return the remainder of the security deposit and the accrued interest in the amount of \$1224.79.

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Hal Logsdon  
Rental Officer