

IN THE MATTER between **MILDRED EDWARDS**, Applicant, and **JIM MCDONALD**, 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 **AKLAVIK, NT**.

BETWEEN:

MILDRED EDWARDS

Applicant/Landlord

- and -

JIM MCDONALD

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of September, 2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **MILDRED EDWARDS**, Applicant, and **JIM MCDONALD**, 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:

MILDRED EDWARDS

Applicant/Landlord

-and-

JIM MCDONALD

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 14, 2005
<u>Place of the Hearing:</u>	Inuvik, NT via teleconference
<u>Appearances at Hearing:</u>	Mildred Edwards, applicant Jim McDonald, respondent
<u>Date of Decision:</u>	September 28, 2005

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on or about April 30, 2005 when the respondent vacated the rental premises. The applicant alleges that there were damages to the furnishings and carpeting and that the premises were not left in a reasonably clean condition. The applicant sought an order requiring the respondent to pay for the replacement of the furnishings and carpet and cleaning costs in the amount of \$5534.

There was no security deposit required by the landlord. There was no condition report completed at the commencement of the tenancy agreement nor was one required.

The applicant testified that a couch and armchair were damaged by the respondent and sought replacement costs in the amount of \$2500. She stated that the cushions had been ripped on the couch and that the armchair was stained and dirty. A photograph of the couch was provided in evidence. The alleged damage to the couch is not evident from the photograph. No photograph of the armchair was provided.

The applicant testified that the carpet was badly stained and had numerous burn marks. The applicant sought replacement costs of the carpet and underlay in the amount of \$2000. No photographs of the carpeting were provided.

The applicant testified that a table was damaged by the respondent with what appeared to be

spilled "white-out". The applicant sought compensation of \$200 for refinishing the table.

The applicant testified that the premises were unusually dirty and that there were dog faeces in the yard. The applicant provided several photographs of the yard. The applicant also provided photographs of the area behind the washer and dryer, under the stove and cupboards, the stove and oven, under the refrigerator, the furnace room, along a wall in the living room, and a kitchen corner. The applicant sought compensation for cleaning in the amount of \$1550.

The applicant acknowledged that the respondent had undertaken certain repairs to the premises during the term of the tenancy and reduced her total claim by \$716.

The respondent disputed the allegations and testified that when he took possession in August, 2003, the premises were very dirty. He stated that the applicant did not see the premises at the commencement of his tenancy agreement and did not view the premises until December, 2003. He stated that he left the premises in reasonably clean condition and returned in mid-May to clean-up the yard and remove his dog house which he was unable to do in April due to the frozen ground. He provided photographs of the yard after he had completed the clean-up. The respondent stated that the carpet was badly stained at the commencement of the tenancy and that the armchair was in the same condition at the end of the tenancy as it was at the commencement. He denied any damage to the table and stated that the cushions had ripped when the couch was opened to a bed because the legs had been previously removed.

Both parties produced written statements from Audrey Snowshoe, who claimed to clean the premises after the tenancy was terminated. In the statement produced by the respondent dated June 17, 2005, Ms. Snowshoe attests to the cleanliness of the premises and the lack of any damage except for two small pillows on the sofa which had come off at the seams. In another statement, produced by the applicant and dated September 1, 2005, Ms Snowshoe claims she didn't read the first statement and claims she cleaned only the washroom and fridge but could not get them clean.

The applicant also produced a letter from the respondent's former landlord stating that he had not left his former premises clean after terminating the tenancy agreement.

In my opinion, the applicant has not provided sufficient evidence to support her allegations. Even if the applicant had taken pictures of the carpet and armchair to indicate their condition at the termination of the tenancy, she had no direct knowledge of their condition at the commencement of the tenancy. She claims the respondent took possession without her permission, yet she permitted his possession to continue and accepted rent from him for 20 months. It is certainly conceivable, as the respondent claims, that the damage to the carpet and armchair was done by the former tenant.

The photographs of the remainder of the premises are primarily of areas which a tenant is not expected to clean. They do not indicate, in my opinion, premises which were unreasonably dirty nor do they indicate any damage to the table. The sole exception is the oven which is horribly

dirty. The respondent claims it was in that condition when he took possession and that he only used it once. The ripped cushions appear to be the result of the normal operation of the furniture and would not have occurred if the legs had not been previously removed. There is no indication they were removed by the respondent. The yard appears to have been cleaned up by the respondent after the tenancy agreement had been terminated. The photographs provided by the applicant were obviously taken some weeks earlier than those produced by the respondent.

The statements of Ms. Snowshoe shed little light on the facts. In my opinion, her statements can not be considered credible.

Accordingly the application is dismissed.

Hal Logsdon
Rental Officer