

IN THE MATTER between **DR. LEAH SEAMAN AND BRIAN TERRY**, Applicants,
and **NANUK PLACE RENTALS**, 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:

DR. LEAH SEAMAN AND BRIAN TERRY

Applicants/Tenants

- and -

NANUK PLACE RENTALS

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 18(5) of the *Residential Tenancies Act*, the respondent shall return a portion of the retained security deposit to the applicants in the amount of one thousand three dollars and sixty four cents (\$1003.64).

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of October,
2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **DR. LEAH SEAMAN AND BRIAN TERRY**, Applicants, and **NANUK PLACE RENTALS**, 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:

DR. LEAH SEAMAN AND BRIAN TERRY

Applicants/Tenants

-and-

NANUK PLACE RENTALS

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: September 27, 2005

Place of the Hearing: Inuvik, NT via teleconference

Appearances at Hearing: Brian Terry, applicant
Michael Atkinson, representing the respondent
Emily Atkinson, representing the respondent

Date of Decision: October 3, 2005

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on June 15, 2005 by mutual agreement. The respondents rebated a portion of the June prepaid rent but retained a portion of the security deposit for cleaning and painting costs. A statement of the security deposit was issued.

The applicants acknowledged the requirement for the carpet and general cleaning deductions but disputed the deductions for painting.

The respondent stated that he had planned certain renovations for a number of premises in the residential complex, including painting. He stated that a contractor was hired to undertake the painting on all of the units. The respondent stated that the applicants complained about the disruption caused by the renovations and suggested that the painting be deferred. After the tenancy agreement was terminated, the respondent undertook the painting but did so at a higher cost, part of which was deducted from the security deposit.

Section 18(2) of the *Residential Tenancies Act* sets out what may be deducted from a security deposit.

- 18(2) A landlord may, in accordance with this section, retain all or part of the security deposit for repairs of damage caused by a tenant to the rental premises and for any arrears of the rent.

By admission of the respondent, the painting was not made necessary due to any negligence or oversight on the part of the applicants. It can not therefore be considered a repair of damage caused by the tenant and can not be deducted from the security deposit.

The landlord has a right to enter rental premises in order to fulfill his obligations under the tenancy agreement which include the obligation to maintain the premises. Upon giving proper notice to the tenant, a landlord should be able to enter rental premises to undertake routine painting. Refusal by the tenant to permit such entry is a breach of section 26 of the *Residential Tenancies Act* and a landlord would be able to seek compensation for any resulting loss. In this case however, there is no evidence to suggest that entry was denied by the applicants, only a suggestion that the work be deferred.

An order shall issue requiring the respondent to return a portion of the retained security deposit to the applicants in the amount of \$1003.64 calculated as follows:

Security deposit	\$1275.00
Rebate of June rent	725.00
Interest on deposit	87.63
Cleaning	(200.00)
Rug cleaning	<u>(150.00)</u>
Refund due	\$1737.63
less amount previously paid	<u>733.99</u>
Amount to be returned	\$1003.64

Hal Logsdon
Rental Officer