

IN THE MATTER between **ROSALIE ROBERT**, Applicant, and **G.B.H. HOLDINGS LTD.**, 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:

**ROSALIE ROBERT**

Applicant/Tenant

- and -

**G.B.H. HOLDINGS LTD.**

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 security deposit to the applicant in the amount of five hundred sixty six dollars and seventy nine cents (\$566.79).

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of December, 2005.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **ROSALIE ROBERT**, Applicant, and **G.B.H. HOLDINGS LTD.**, 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:

**ROSALIE ROBERT**

Applicant/Landlord

-and-

**G.B.H. HOLDINGS LTD.**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>December 7, 2005</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, NT via teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>Rosalie Robert, applicant Claire Hurst, representing the respondent Harvey Hurst, representing the respondent</b>
<b><u>Date of Decision:</u></b>	<b>December 7, 2005</b>

**REASONS FOR DECISION**

The application named the managers of the property as respondents rather than the legal name of the landlord. The style of cause of the order shall name the legal name of the landlord as respondent.

The tenancy agreement between the parties was terminated on or about August 15, 2005 when the applicant vacated the rental premises. The respondent retained the full amount of the security deposit. The applicant sought an order requiring the respondent to return the deposit.

The respondent filed a statement of the security deposit with the rental officer on November 22, 2005 and provided a copy of the statement to the applicant. The respondent stated that they were previously unaware of the whereabouts of the applicant.

The applicant disputed all deductions for cleaning, which totalled \$725, stating that she left the premises in a clean condition. She noted that the refrigerator was stained due to a leak but that she cleaned it the best she could. She also disputed the wall repair costs of \$400, stating that there were no damages to the walls. She acknowledged that the towel bar had come off of the wall but stated that the \$75 repair cost was unreasonable as it simply had to be reattached to the wall and not replaced.

The applicant testified that the Income Support Program had provided the first payment of the

security deposit at the commencement of the tenancy and that she had provided the remainder. She testified that the total security deposit provided to the landlord was \$1200. She testified that the final payment of \$100 had been paid in cash and that she had not received a receipt.

The applicant stated that she vacated the premises on August 15, 2005 but that her partner remained in the premises for a short time to remove the personal goods from the apartment.

The respondent testified that they had received \$1000 from the Income Support program and one additional payment of \$100 from the applicant which was deposited on May 18, 2004. They denied receiving any additional payments of the security deposit and stated that they had told the applicant that the \$1100 received was sufficient for the deposit.

The respondent testified that the wall in the master bedroom was damaged and required the replacement of a section of wallboard, joint filling and painting. The respondent also testified that the towel bar was bent and that another bar and installation hardware had to be purchased and installed.

The respondent stated that the stove, refrigerator, cupboards, floors and walls were not clean at the termination of the tenancy. The respondent stated that they removed the oven door, burners and elements in order to remove grease. They stated that the bottoms of the racks and trays in the fridge had to be cleaned and were showing signs of mould. The respondent stated that the kitchen cabinets and drawers had crumbs in them. They stated that the walls had fingerprints on them

and were washed three times and that the floors had track marks on them.

I find no evidence to support the applicant's claim that \$1200 was paid as a security deposit. The evidence suggests that although a \$1200 deposit was required in accordance with the tenancy agreement, only \$1100 was actually paid. The landlord has not calculated interest on the deposit which I find to be \$41.79.

The applicant may not have observed any wall damage when she left the apartment but she can not confirm that the wall was not damaged during the final move-out which was completed by others. The landlord testified that following Ms Robert's departure, they received a noise complaint from other tenants concerning the occupants in the apartment. The evidence suggests that the wall damage was done after Ms. Robert left but before possession was returned to the landlord. I find the applicant responsible for the repair costs and the costs reasonable. I also find the cost of repair of the towel bar to be reasonable given the respondent's testimony that the bar was bent and had to be replaced.

In the matter of cleaning costs, I do not find sufficient evidence to justify the landlord's costs of \$725. The testimony of Mr. Hurst indicates that he is meticulous about the cleanliness of the apartments he offers for rent. He is to be commended for that. However, a tenant is obligated to leave the premises in a reasonable state of cleanliness. Mr Hurst's testimony that he had to remove the oven door and spend eight hours cleaning the stove varies considerably from the applicant's testimony that the stove was clean. Perhaps the tenants' cleaning was not to the

landlord's standards but the tenant should not be responsible for meticulous cleaning. The same applies to the other cleaning tasks undertaken by the landlord. Washing the walls three times due to fingerprints is more than should be required of a tenant when vacating an apartment. I am convinced by the evidence that some amount of additional cleaning may have been necessary but, in my opinion, reasonable costs are only \$100.

Taking into consideration the security deposit and interest, I find that a portion of the retained security deposit should be returned to the applicant in the amount of \$566.79, calculated as follows:

Security deposit	\$1100.00
Interest	41.79
Wall repair	(400.00)
Towel bar repair	(75.00)
Cleaning	<u>(100.00)</u>
Amount due applicant	\$566.79

An order shall issue requiring the respondent to return a portion of the security deposit to the applicant in the amount of \$566.79.

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Hal Logsdon  
Rental Officer