

IN THE MATTER between **DOUG TOWNSON AND JULIE WARD**, Applicants, and
POLAR DEVELOPMENTS 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 **YELLOWKNIFE, NT.**

BETWEEN:

DOUG TOWNSON AND JULIE WARD

Applicants/Tenants

- and -

POLAR DEVELOPMENTS LTD.

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 18(5) of the *Residential Tenancies Act*, the respondent shall return to the applicants a portion of the retained security deposit in the amount of five dollars (\$5.00).

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of
February, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **DOUG TOWNSON AND JULIE WARD**, Applicants, and
POLAR DEVELOPMENTS 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:

DOUG TOWNSON AND JULIE WARD

Applicants/Tenants

-and-

POLAR DEVELOPMENTS LTD.

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: February 7, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Doug Townson, applicant
Julie Ward, applicant
Karen McLeod, representing the respondent

Date of Decision: February 14, 2006

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on November 30, 2005. The respondent retained \$67.50 of the security deposit and issued a statement of the deposit and a cheque for the balance of the deposit to the applicants.

The applicants disputed the deductions which were made for cleaning (\$62.50) and the replacement of a range hood filter (\$5.00).

The applicants testified that they returned the premises to the landlord in a very clean condition and provided numerous photographs of the premises in evidence. The applicant testified that the deposit and statement were not prepared within the ten day period stipulated by the *Residential Tenancies Act*. The applicants argued that the replacement of the range hood filter was a result of normal wear and tear and should not have been replaced at their expense.

The respondent disputed that the premises were left in a reasonably clean condition. The respondent stated that the stove top was not clean and that there was considerable baked on debris in the oven. The respondent outlined other areas which in her opinion, were not acceptably clean including, the dishwasher door, the kitchen sink, the refrigerator produce baskets, kitchen walls, balcony door, range hood filter, toilet, bathroom sink and bathroom cabinets. The respondent stated that she told Mr. Townson at the final inspection that these areas were unacceptable and that she estimated 2-3 hours of cleaning would be required. The respondent

admitted that other than the stove and the oven, the other cleaning tasks were minor in nature but pointed out that oven cleaning was a time consuming task.

The applicants were the first tenants in the premises, which were newly constructed at the commencement of the tenancy agreement in April, 2003. All of the appliances and fixtures were new at that time.

The photographs of the premises provided by the applicants show rental premises which are reasonably clean with the exception of the stove and oven. The base of the refrigerator also shows some staining which the applicants stated was due to a persistent leak. Given the age of the stove, there is no reason why the baked on food in the oven could not be completely removed. I agree with the respondent that the oven and stove required additional cleaning and that the remaining cleaning tasks were minor in nature.

Is \$62.50 an unreasonable cost for the work done? In my opinion, no. The respondent stated that was what they paid to have the work done and it is not, in my opinion, outside the realm of reasonable cost.

In the matter of the replacement of the range hood filter. I find this to be the result of normal wear and tear. Normal wear and tear is the deterioration of a component due to normal occupation of the premises. Unlike an oven, a filter is intended to be discarded and replaced periodically, not cleaned. A filter deteriorates as it picks up grease during the course of normal

household use. In my opinion, the replacement of a range hood filter is the result of normal wear and tear and the costs should not be deducted from a security deposit.

An order shall issue requiring the respondent to return a portion of the security deposit to the applicants in the amount of \$5.00.

Hal Logsdon
Rental Officer