

IN THE MATTER between **CONSTANTINA TSETSOS**, Applicant, and **WILLIAM THOMPSON**, 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:

CONSTANTINA TSETSOS

Applicant/Landlord

- and -

WILLIAM THOMPSON

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of one thousand six hundred forty seven dollars and fourteen cents (\$1647.14).

DATED at the City of Yellowknife, in the Northwest Territories this 31st day of May, 2006.

Hal Logsdon
Rental Officer

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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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BETWEEN:

CONSTANTINA TSETSOS

Applicant/Landlord

-and-

WILLIAM THOMPSON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 23, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Constantina Tsetsos, applicant
William Thompson, respondent
Angela Blais, witness for the respondent

Date of Decision: May 31, 2006

REASONS FOR DECISION

The applicant retained the security deposit after the respondent vacated the premises and issued a statement of the security deposit in accordance with section 18(3) of the *Residential Tenancies Act*. The statement indicated deductions for rent arrears including NSF charges (\$1665), cleaning (\$290) and the replacement of two interior doors (\$1000), resulting in a balance owing to the applicant in the amount of \$2247.14.

The applicant also stated that after the tenancy agreement was terminated, the respondent failed to remove a vehicle from the property. The applicant sought an order for the balance owing in excess of the security deposit and the vehicle storage fees in the total amount of \$2547.14.

The respondent disputed the repair costs for the doors. The respondent testified that his fiancée (and joint tenant) and the landlord inspected the premises on January 31, 2006 and found no damage to the bedroom doors. He stated that they returned to the premises the next day, when they also returned the keys to the applicant, and two bedroom doors were damaged. The doors were interior, hollow core doors. Both the respondent and his witness denied that the doors were damaged by them. The respondent also noted that in his opinion, the costs of replacement were unreasonable.

The applicant stated that the damage was only visible when the doors were closed and that the damage was overlooked during the initial inspection on January 31, 2006. She stated that the

respondents returned on February 1, 2006 because the cleaning was not completed.

A tenant is obligated to repair damages to the premises during the term of the tenancy agreement that are the result of negligence, normal wear and tear excepted. The respondents had possession of the premises until February 1, 2006 as they had the keys to the premises until that date.

Although the respondents denied damaging the doors and testified that they observed the doors in good condition on January 31, 2006, there is no doubt that the doors were damaged while the respondents were in possession. In my opinion, the respondents are responsible for the repair of the doors. I can see no reason why the landlord, who presumably was the only other person with access to the premises, would damage the doors.

I do concur with the respondent, however, that the cost of the door replacement is unreasonable.

There is no evidence to substantiate the costs of labour or materials that are claimed. A local building supply retailer in Yellowknife sells good quality hollow core door slabs for less than \$140. There is no indication that the door frames were damaged so the labour to install and finish the doors should not exceed \$120. In my opinion, replacement of the doors should not exceed \$400.

In the matter of the vehicle storage, the \$100/month parking fee contained in the tenancy agreement for parking a second vehicle does not apply to parking after the tenancy was terminated. There is no provision in the *Residential Tenancies Act* for an order requiring a tenant to pay storage fees on abandoned personal property. Section 64(6) of the Act permits a landlord

who has stored abandoned personal property to charge removal and storage costs before returning the items to the owner or tenant. The applicant could have demanded the storage fees prior to the removal of the vehicles from the landlord's property. I have no jurisdiction to order compensation for storage fees.

Applying the security deposit and accrued interest first to cleaning and repair costs I find rent arrears in the amount of \$1647.14 calculated as follows:

Security deposit	\$700.00
Interest	7.86
Rent arrears	(1665.00)
Cleaning	(290.00)
Replacement of doors	<u>(400.00)</u>
Amount owing	\$1647.14

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1647.14.

Hal Logsdon
Rental Officer