

IN THE MATTER between **HEATHER DOLAN AND DAVID KING**, Applicants, and **809656 ALBERTA 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:

**HEATHER DOLAN AND DAVID KING**

Applicants/Tenants

- and -

**809656 ALBERTA 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 retained security deposit to the applicants in the amount of one hundred ninety one dollars and fifty cents (\$191.50).

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of August, 2006.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicants/Tenants

-and-

**809656 ALBERTA LTD.**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** August 8, 2006

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** David King, applicant  
Corlee Gillard, representing the applicant

**Date of Decision:** August 10, 2006

**REASONS FOR DECISION**

The respondent retained a portion of the applicants' security deposit at the end of the tenancy agreement and completed a statement of the security deposit in accordance with section 18 of the *Residential Tenancies Act*. The applicant disputed all of the deductions and sought an order requiring the applicant to return the retained amount of \$416.50.

The respondent retained \$200 to steam clean the carpets. The applicant testified that the carpet had been stained by a water leak in the ceiling and he was instructed by the landlord to not clean the carpets. The respondent denied making the statement to the applicant and provided an inspection report, work order and written statement by another staff member in evidence. The inspection report noted that the carpets were soiled and the written statement indicates that they were not vacuumed and that there were "dust bunnies all around the apartment". The standard for cleaning is "reasonably clean". The evidence suggests that the carpets were not to that standard but does not, in my opinion, support the requirement for steam cleaning. Dust accumulation could be addressed with vacuuming and, in my opinion, \$50 is a reasonable cost to vacuum the carpets in the premises.

The respondent deducted \$150 for painting costs. The applicant denies that painting was required. The inspection report indicated that most walls were soiled and the written statement describes the walls as "really dirty". The applicant testified that the entire apartment was repainted at a cost of \$480 and that it was last repainted about 1.5 years ago. Only \$150 was charged against the security deposit. In my opinion, the evidence supports the need to repaint or wash the walls and the amount of \$150 charged is a reasonable cost to do either.

The respondent deducted \$25 for a broken thermostat cover. The applicant stated that it was broken at the commencement of the tenancy agreement. The inspection report, signed at the commencement of the tenancy agreement, and signed by Heather Dolan and the landlord, indicates that the thermostat cover was in good condition. In my opinion, the evidence indicates that the thermostat cover was broken during the tenancy agreement and is the responsibility of the tenants to repair or replace. I find the costs reasonable.

The respondent deducted one day's rent for June 1, 2006. The applicant testified that he gave up possession on May 31, 2006 but was unable to return the keys that day as he could not locate a representative of the landlord. Although the keys may not have been returned on May 31, 2006, there is no evidence that the apartment was occupied after May 31, 2006. The single day of rent should not, in my opinion, be charged.

An order shall issue requiring the respondent to return a portion of the retained security deposit to the applicants in the amount of \$191.50, calculated as follows:

Security deposit	\$1395.00
Interest	46.44
Vacuuming	(50.00)
Painting	(150.00)
Thermostat cover	(25.00)
Total owing to applicants	\$1216.44
Returned previously	<u>(1024.94)</u>
Balance owing to applicants	\$191.50

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Hal Logsdon  
Rental Officer