

IN THE MATTER between **JOSEPH RAJ PUDHOTA ARULAPPA**, Applicant, 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:

JOSEPH RAJ PUDHOTA ARULAPPA

Applicant/Tenant

- and -

809656 ALBERTA LTD.

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of
September, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **JOSEPH RAJ PUDHOTA ARULAPPA**, Applicant, and
809656 ALBERTA LTD., Respondent.

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BETWEEN:

JOSEPH RAJ PUDHOTA ARULAPPA

Applicant/Tenant

-and-

809656 ALBERTA LTD.

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: August 31, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Joseph Raj Pudhota Arulappa, applicant
Corlee Gillard, representing the respondent

Date of Decision: September 7, 2006

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on June 30, 2006. The respondent retained \$255 of the security deposit and accrued interest and issued a statement of the security deposit showing deductions for cleaning cupboards and the refrigerator (\$20), carpet cleaning (\$135) and paint touch-ups (\$100). The applicant disputes the deductions and seeks an order requiring the respondent to return the remainder of the security deposit.

The applicant stated that his wife attended the final check out inspection and cosigned the inspection report with the landlord's representative. He stated that he was not sure if the inspection report was completed when his wife signed the document. The inspection report was entered in evidence. The applicant stated that the landlord told his wife that everything was satisfactory and that there was no indication that any deductions would be made from the security deposit until the statement was delivered to him on July 24, 2006.

The respondent denied telling the applicant's wife that everything was satisfactory and stated that the cupboards and refrigerator required minor cleaning which took one hour. The respondent testified that the carpet was very dirty and required steam cleaning. The respondent noted that the entire apartment was painted but only \$100 was charged to the applicant taking into consideration that the apartment was painted 2.5 years ago. The applicant stated that the walls were very dirty and required repainting in certain areas.

The inspection report supports the testimony of the landlord. It notes soiled carpets and walls and notes that the fridge and cupboards were "little dirty". There is no direct evidence that the applicant's wife signed a blank inspection form or that she was told that the premises were acceptable. The applicant's testimony in that regard is hearsay.

The evidence supports the deductions the applicant has made and I find the amounts reasonable. I note that the statement of the security report was not completed in a timely manner. The Act requires that a security deposit be completed within 10 days after the tenant vacates the premises. However, I do not feel that the failure to complete the security deposit statement within 10 days disqualifies the landlord from any relief.

The application is dismissed.

Hal Logsdon
Rental Officer