

IN THE MATTER between **KARA SKIFFINGTON**, 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:

KARA SKIFFINGTON

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 retained security deposit in the amount of four hundred forty three dollars and eight cents (\$443.08).

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of August, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **KARA SKIFFINGTON**, 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:

KARA SKIFFINGTON

Applicant/Tenant

-and-

G.B.H. HOLDINGS LTD.

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: August 10, 2010

Place of the Hearing: Inuvik, NT via teleconference

Appearances at Hearing: Kara Skiffington, applicant
Cal Phare, representing the respondent
Greg Murphy, representing the respondent

Date of Decision: August 24, 2010

REASONS FOR DECISION

The style of cause of this order has been amended to reflect the proper name of the respondent.

This tenancy agreement was terminated on or about April 30, 2010 when the applicant vacated the premises. The respondent retained the security deposit of \$1400 and the accrued interest. The applicant alleged that she had not received a statement of the security deposit in accordance with section 18 of the *Residential Tenancies Act* and requested the return of a portion of the security deposit. The applicant acknowledged that a previous order requiring her to pay for repairs costing \$961.12 had not been satisfied.

The respondent stated that the security deposit statement had been mailed to the applicant. He referred to a copy in his possession which had not been filed with the rental officer. The respondent stated that the statement contained the following itemized deductions from the security deposit:

Previous judgement for repair costs	\$961.12
Patching and painting	425.00
Cleaning (6 hours@ \$25/hr.)	150.00
Replacement of keys	<u>100.00</u>
Total deductions	\$1636.12

The respondent stated that the total deductions (\$1636.12) exceeded the security deposit principal (\$1400) and interest (\$4.18) leaving a balance owing to the landlord of \$231.94. A copy of the statement was provided to the rental officer after the hearing.

The respondent stated that an inspection report had been completed at the beginning and at the end of the tenancy. The document had not been filed with the rental officer. The respondent stated that the check-in inspection noted "all good". The check-out inspection noted tape on the bedroom floor, holes in walls, stained closets and shelves and a broken telephone jack. The respondent stated that the inspection report noted that the tenant refused to sign either report. A copy of the reports was provided to the rental officer after the hearing.

The applicant stated that she was not given a move-in inspection report at the commencement of the tenancy agreement for her signature and had noted several problems with the apartment to the landlord, including some nail holes in the walls. She stated that she refused to sign the check out inspection portion of the report because she did not agree with the check-in comments and was not provided with an opportunity to sign the check-in section at the commencement of the tenancy agreement.

The applicant disputed the deductions for patching and painting, stating that the damaged areas existed prior to the commencement of the tenancy agreement. She also disputed the requirement for cleaning, stating that the premises were left in a clean state at the end of the tenancy agreement. The applicant also disputed the key charges, stating that she had returned the keys to the landlord.

Section 15 of the *Residential Tenancies Act* requires that an inspection report be completed, signed by the tenant and a copy provided to the tenant if the landlord requires a security deposit.

- 15.(1) At the commencement of the tenancy and when a security deposit is requested, a landlord and tenant shall sign a document that sets out the condition and contents of the rental premises.**
- (2) A landlord shall ensure that a signed copy of the document referred to in subsection (1) is delivered to the tenant on receipt of all or a portion of the security deposit, as the case may be.**

Given the requirement and the importance of the check-in report, it is difficult to understand why the landlord would permit possession if the tenant refused to sign the report. Without any direct evidence to the contrary I am inclined to believe that the report was not completed at the commencement of the tenancy agreement and the tenant's refusal to sign it at the end of the tenancy was due to her unwillingness to acknowledge any pre-existing damage as her liability.

Other than the single word "holes" in the walls section of the check-out inspection report, there is nothing to indicate the extent of the damage or justify the need to paint the entire premises. The applicant stated that there were some nail holes in the walls at the commencement of the tenancy which she noted to the landlord. Given the failure to provide a signed check-in inspection, sufficient detail on the check-out inspection to justify repainting or any direct knowledge by the landlord's representatives, there is not sufficient evidence to justify the patching and painting costs.

There is no indication on the inspection report that the premises required cleaning. Neither of the landlord's representatives had any direct knowledge of the condition of the premises at the end of the tenancy agreement. There is not sufficient evidence to support the landlord's claim for

cleaning costs.

The inspection report indicates that the applicant received two sets of keys to the premises at the beginning of the tenancy. The inspection report also notes how many keys were returned but the entry is illegible. The landlord's representatives had no direct knowledge of the matter. There is not sufficient evidence to conclude that the keys were not returned.

I find an amount owing the applicant of \$443.08 calculated as follows:

Security deposit	\$1400.00
Interest	4.20
Repair costs - previous judgement	<u>(961.12)</u>
Amount to be returned to applicant	\$443.08

An order shall issue requiring the respondent to return a portion of the retained security deposit to the applicant in the amount of \$443.08.

Hal Logsdon
Rental Officer