

IN THE MATTER between **TOM MAKEPEACE AND NANCY MAKEPEACE**,
Applicants, and **SHIRLEY BONNETROUGE**, Respondent;

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

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **HAY RIVER, NT**.

BETWEEN:

TOM MAKEPEACE AND NANCY MAKEPEACE

Applicants/Landlords

- and -

SHIRLEY BONNETROUGE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs of fuel paid on her behalf in the amount of eight hundred seventy one dollars and sixty five cents (\$871.65).

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of
November, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **TOM MAKEPEACE AND NANCY MAKEPEACE**,
Applicants, and **SHIRLEY BONNETROUGE**, 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:

TOM MAKEPEACE AND NANCY MAKEPEACE

Applicants/Landlords

-and-

SHIRLEY BONNETROUGE

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REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 2, 2014
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	Tom Makepeace, applicant Nancy Makepeace, applicant Shirley Bonnetrouge, respondent
<u>Date of Decision:</u>	November 4, 2014

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on May 31, 2014 when the respondent vacated the premises. The applicant retained the security deposit (\$1300) and interest (\$97.50) applying it to repairs to the deck caused by a fire (\$661.21), cleaning (\$919.93) and fuel (\$1061.47) resulting in a balance owed to the applicant of \$1245.11. The applicant sought an order for relief in that amount. The applicant completed a statement of the security deposit and deductions in evidence as well as inspection reports, invoices for repair and fuel expenses and photographs.

The respondent disputed the cleaning costs stating that the premises were clean except for the kitchen stove, which in her opinion would only take 2 hours to clean. She stated that she had washed all of the floors. The applicant stated that he paid persons for 46 hours of cleaning at \$15-20/hour and spent \$67.43 on cleaning supplies. He stated that he did not start the cleaning until June 9th in order to give the respondent extra time to complete cleaning, however she did not appear to clean or to participate in the final inspection.

The final inspection report indicates that all of the areas in the premises required cleaning. The photographs provided by the applicant in evidence indicate the following unclean conditions:

1. The stove and oven are extremely soiled
2. Tops of cupboards are dirty and greasy
3. Refrigerator is lightly soiled

4. Toilet not cleaned
5. Lint and cat faeces behind dryer
6. Cat hair throughout premises
7. Dirty cat litter box left in tub
8. Range hood was greasy
9. Standing water in kitchen sink
10. Dirt behind kitchen stove

It is unfortunate that the respondent did not take the opportunity to participate in the final inspection. It appears that she was given that opportunity. If she had, she could have provided her remarks on the final written inspection. Notwithstanding the inspection report, in my opinion, the evidence does not support the amount of cleaning claimed by the applicant. The photographic evidence certainly supports the requirement to clean the above ten areas but it does not address all of the other areas which the inspection report notes were dirty such as walls and floors in every room. The cleaning required for the ten areas noted in the photographic evidence would not, in my opinion, require 46 hours of cleaning. In my opinion, reasonable compensation for cleaning is \$450.

The respondent questioned why she was being charged for the cost of the fire repairs as she believed there was an insurance claim made by the landlord. She also stated that her son helped with the labour which should have reduced the costs. She did not dispute that the fire was caused by her son's negligence. The applicant testified that he did not make a claim on his insurance for the repairs and that the labour included only work done by himself (17 hours at \$25/hour). I find

the compensation sought by the applicant to be reasonable.

The respondent disputed the fuel costs. She acknowledged that the landlord provided fuel during the term of the tenancy and paid for it but felt she had been overcharged for it. There were no receipts for payments made or fuel delivered during the term. The applicant testified that the fuel tank was full at the commencement of the term and empty when the respondent moved out. A receipt for the fuel delivered was provided in evidence. The tenancy agreement obligates the tenant to pay for fuel during the term of the tenancy. I find the fuel costs of \$1061.47 to be reasonable.

The landlord has incorrectly calculated the interest on the security deposit by using an interest rate of 5% rather than .05%. *Regulation 2* of the *Residential Tenancies Act* sets out the interest rate to be used.

- 2. For the purposes of subsection 16(1) of the Act, a landlord shall calculate simple interest on a security deposit or pet security deposit at a rate that is equal to the Chartered Bank Administered Interest Rate for Non-Chequable Savings Deposits established by the Bank of Canada, in effect on January 1 in the year that the interest is credited.**

The regulation stipulates a discrete interest rate rather than a rate no less than the benchmark rate.

I calculate the proper interest to be \$1.03.

Applying the security deposit and accrued interest first to cleaning and repairs then to the fuel costs, I find an amount owing to the applicant of \$871.65 calculated as follows:

Security deposit	(\$1300.00)
Interest on deposit	(1.03)
Fire repairs	661.21
Cleaning	<u>450.00</u>
Subtotal	(\$189.82)
Fuel costs	<u>1061.47</u>
Amount owing applicant	\$871.65

An order shall issue requiring the respondent to pay the applicant fuel costs in the amount of \$871.65.

Hal Logsdon
Rental Officer