

IN THE MATTER between **PB**, Applicant, and **EP**, 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 **Adelle Guigon**, Rental Officer,

BETWEEN:

**PB**

Applicant/Tenant

-and-

**EP**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** September 27, 2016

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** PB, applicant  
EP, respondent

**Date of Decision:** November 18, 2016

**REASONS FOR DECISION**

An application to a rental officer made by PB as the applicant/tenant against EP as the respondent/landlord was filed by the Rental Office July 20, 2016. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on the respondent July 26, 2016.

The applicant alleged the respondent had withheld a portion of his security deposit for costs of repairs and cleaning disputed by the applicant. An order was sought for the return of a part of the portion of the retained security deposit.

A hearing was scheduled for September 27, 2016, in Yellowknife, Northwest Territories. Mr. PB appeared as applicant. Ms. EP appeared as respondent.

*Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing December 1, 2015. The rental premises consists of the master bedroom with exclusive use of one bathroom and shared use of the common areas (kitchen, living room, laundry room, etcetera). The tenancy ended June 6, 2016. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

*Security deposit*

Upon commencement of the tenancy a security deposit of \$1,000 was held in trust by the landlord. The landlord admitted that, being a new landlord, she was not aware of her obligation to conduct formal entry and exit inspections. At the end of the tenancy the landlord did take photographs of damages to the rental premises and informed the tenant of the

reasons she retained \$630 of his security deposit; \$370 of the security deposit was returned to the tenant by electronic funds transfer. Interest was not calculated on the security deposit; based on a commencement date of December 1, 2015, and a termination date of June 6, 2016, I have calculated the interest on the \$1,000 security deposit to be \$0.22. As the landlord did not account for the interest on the security deposit, the landlord has effectively retained \$630.22 of the tenant's security deposit.

*Repairs and cleaning*

The landlord retained \$630 from the tenant's security deposit for: cleaning the bathroom and a first attempt at removing the wine stains in a master bedroom shelf, kitchen cabinet doors, and kitchen walls in the amount of \$90 (receipt provided); a second attempt at removing wine stains from the master bedroom shelf, kitchen cabinet doors, and kitchen walls in the amount of \$45 (invoice provided); and repainting the master bedroom shelving unit, kitchen cabinet doors, and kitchen walls due to the residual wine stains in the amount of \$495 (invoice provided). The invoice provided by the landlord for cleaning the appliances and attempting to clean the wine stains in the amount of \$360, and applying stain blocker, primer, and paint to the master bedroom shelving unit and kitchen cabinets in the amount of \$500, confirms the landlord's assertion that she did not make a claim against the tenant for cleaning the appliances. The contractor specifically noted on the invoice that "No cleaning supply would remove the wine stains, so the cabinets had to be painted."

The tenant disputed that he should be held liable for as much as \$630 for the repairs and cleaning claimed. He admitted to not cleaning the bathroom and admitted to responsibility for the wine stains. The tenant disputed that he should be held liable for the full cost of repainting the entire shelving unit and all the kitchen cabinets and walls. He offered to pay \$120 as what he felt would be fair compensation for cleaning the bathroom and touching up the wine-stained areas.

The photographs provided by the landlord show the kitchen layout and the master bedroom shelving structure. Close up photographs show wine stains on five kitchen cabinet doors, one kitchen wall, the underside of one upper kitchen cabinet, and one shelf of the master bedroom shelving unit. For some clarity, the shelving unit is a large built-in structure arching over the bed with multiple shelving sections.

#### Bathroom cleaning

I am satisfied the respondent is liable for the costs to clean the bathroom. I find the tenant liable for costs to clean the bathroom in the amount of \$45.

#### Attempts to clean wine-stained areas

I am satisfied the respondent is liable for costs to repair the wine-stained areas. I find the tenant liable for costs to clean wine-stained areas in the amount of \$90.

#### Painting wine-stained areas

The full claim for painting the shelving unit and the kitchen cabinets and walls I am in some agreement with the tenant are not his responsibility; however, I am not in agreement with the tenant as to the value of the work that was necessary to effect the necessary repairs. I am in agreement with the landlord that because the repairs required not just re-painting but also application of a stain blocker and primer that the resulting colour and texture would have been noticeably different between the stained areas and the remaining areas. To my mind this would have necessitated applying stain blocker, primer, and paint to all the kitchen cabinets, kitchen walls, and master bedroom shelving unit, not just the stained areas. This still does not mean the tenant is liable for the full cost.

The contractor invoiced a flat rate of \$500 to apply stain blocker, primer, and paint to the kitchen cabinets and the master bedroom shelving unit. As these two areas are not separated on the invoice, I will assume \$250 for each room.

### Kitchen

The stained areas of the kitchen account for approximately 39 percent of the total area, based on an analysis of the photographs provided. As 39 percent of the total area was damaged by the tenant, the tenant is liable for 39 percent of the costs of repairs in the amount of \$97.50. The remaining areas of the kitchen account for approximately 61 percent of the total area amounting to \$152.50 of the costs to re-paint. Interior paint has an average useful life in residential tenancy applications of five years. The kitchen was last painted in October 2015. The tenant vacated the premises in June 2016. The landlord benefited from 8 months of useful life of the paint in the kitchen. Because it was necessary to paint the undamaged areas of the kitchen as a consequence of the repairs necessary for the damaged areas, the landlord has lost the benefit of approximately 87 percent of the useful life of the original paint in the kitchen, which the tenant is liable for. Because the kitchen area was shared with another tenant, the respondent/tenant is only liable for half the costs to re-paint the undamaged areas. The tenant's liability for re-painting the undamaged areas of the kitchen are calculated as follows:

Undamaged area: 61% of \$250 = \$152.50

Remaining useful life of undamaged area: 87% of \$152.50 = \$132.68

Tenant's half of costs to re-paint undamaged area: 50% of \$132.68 = \$66.34

### Master bedroom

The stained area of the master bedroom shelving unit was limited to one section of shelving. The shelving unit contained 18 shelving sections, based on an analysis of the photographs provided. Therefore, the stained area accounts for approximately 6 percent of the total shelving unit area. As such, the tenant is liable for the costs to repair 6 percent of the total shelving unit area in the amount of \$15. The remaining areas of the shelving unit account for approximately 94 percent of the total area. As previously mentioned, interior paint has an average useful life in residential tenancy applications of five years. The shelving unit was built and painted in August 2015. The landlord benefited from 9 months of useful life of the paint on

the shelving unit. As previously described, because it was necessary to paint the undamaged areas of the shelving unit as a consequence of the repairs necessary for the damaged area, the landlord has lost the benefit of approximately 85 percent of the useful life of the original paint on the shelving unit, which the tenant is liable for. Because the tenant had exclusive use of the master bedroom he is solely liable for the costs to repair the shelving unit. The tenant's liability for re-painting the undamaged areas of the shelving unit are calculated as follows:

Undamaged area: 94% of \$250 = \$235

Remaining useful life of undamaged area: 85% of \$235 = \$199.75

I find the tenant liable to the landlord for costs to re-paint the kitchen and the master bedroom shelving unit in the total amount of \$378.59.

The tenant is liable for total costs associated with cleaning and repairs as follows:

Bathroom cleaning	\$45.00
Attempts to clean wine-stained areas	\$90.00
Re-painting kitchen and master bedroom shelving unit	\$378.59
<b>Total</b>	<b><u>\$513.59</u></b>

#### *Order*

As the amount for which the tenant is liable for cleaning and repairs is less than the amount the landlord retained from the security deposit, an order will issue requiring the landlord to return a part of the retained security deposit to the tenant in the amount of \$116.63.

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Adelle Guigon  
Rental Officer