

IN THE MATTER between **KS**, Applicant, and **PB and TB**, 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:

KS

Applicant/Landlord

-and-

PB and TB

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: April 18, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: KS, applicant
MM, witness for the applicant
PB, respondent
TB, respondent

Date of Decision: June 23, 2017

REASONS FOR DECISION

An application to a rental officer made by KS as the applicant/landlord against PB and TB as the respondents/tenants was filed by the Rental Office November 21, 2016. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was personally served on the respondent PB November 6, 2016, and was served on the respondent TB by email deemed received December 1, 2016, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondents had caused damages to the rental premises and had left the rental premises in an unclean condition. An order was sought for payment of costs for repairs and cleaning.

A hearing was scheduled for April 18, 2017, by three-way teleconference. KS appeared as applicant with MM appearing as witness for the applicant. PB and TB appeared as respondents.

Tenancy agreement

The parties agreed that a residential tenancy agreement had been entered into between them commencing February 1, 2013. The parties agreed that the tenancy ended August 31, 2016. I am satisfied a valid tenancy agreement was in place in accordance with the *Residential Tenancies Act* (the Act).

Inspection reports and security deposit

Neither an entry nor an exit inspection report was completed for this tenancy. Photographs were taken documenting the condition of the rental premises at the end of the tenancy. Despite the applicant improperly withholding the security deposit of \$1,500 against costs for cleaning and repairs, there was no dispute filed with regard to this and as such I will account for the security deposit and interest earned against any finding of costs payable by the respondents.

Cleaning

The applicant claimed costs of \$500 for cleaning the rental premises, \$150 to remove and dispose of garbage and other items left behind, and \$350 to steam clean the carpets. Photographs were provided in support of the extent of cleaning required. The respondents did keep pets in the premises. The respondents had made arrangements for a friend to complete the cleaning of the premises after their departure from the community, which that person clearly failed to do. The respondents did not dispute the cleaning and disposal costs, but did argue against the costs for steam cleaning on the basis that any stains in the carpet were pre-existing the tenancy. There being no entry inspection report to establish whether or not any stains were pre-existing, I am not satisfied the respondents are liable for any stains that were present at the end of the tenancy, other than stains and debris related to the pets. Regardless of whether or not there were pre-existing stains, the introduction and keeping of pets in a rental premises automatically necessitates the steam cleaning of the carpets at the end of the tenancy in order to adequately remove any allergens. Based on the evidence provided, I find the respondents liable to the applicant for costs of cleaning the rental premises in the amount of \$1,000.

Repairs

Carpets

The applicant claimed costs to replace the carpeting in the living room, hallway, and middle bedroom for the estimated amount of \$2,000. This amount is for removal and replacement of the carpets, including labour. The applicant claims the replacement was necessary primarily due to the extent of damage caused by the pets, including and especially the pet waste and odour which permeated the carpets. The respondents again disputed their liability for the full cost of replacing the carpets, citing the pre-existing stains. However, the applicant argued that there weren't any pre-existing pet-related stains because she personally lived in the premises prior to the respondents' occupancy and the applicant did not keep any pets. Photographic evidence appears to support the applicant's claim that the carpets and underlay had been stained clear through.

I am satisfied the carpets required replacement due to damage caused by pets. However, the carpets were about 10 years old, which is the average useful life expected for carpets in residential rental premises. That being the case, while I am satisfied the respondents are responsible for damaging the carpets to the extent that they required replacement now, I am not satisfied the respondents should be held responsible for the full cost of replacing the carpets.

The applicant claimed an estimate of \$2,000 for the total costs of replacing the carpets. Generally speaking, I believe it fair to assume that half the total cost for replacing the carpets can be attributed to the labour involved and it is that portion of the costs that I am prepared to grant to the applicant. I find the respondents liable to the applicant for costs of replacing the damaged carpets in the amount of \$1,000.

Additionally, the applicant claimed \$100 to repair a tear in the master bedroom carpet. The respondents did not dispute either the damage or their liability for it. I find the respondents liable to the applicant for the cost of repairing the master bedroom carpet in the amount of \$100.

Laundry room laminate

The applicant claimed costs to replace the laminate flooring in the laundry room, however, none of the photographs entered into evidence indicate the damage referenced. There being no substantive evidence of the damages claimed, the applicant's request is denied.

Interior doors

The applicant claimed costs to replace five broken interior doors. One door had a hole in the top half, three doors had been damaged by adhesive stickers, and one door had a small hole puncture from a door stop. The respondents disputed their liability for the damage caused by the door stop, claiming that the door was not adequately protected against the possibility of being punctured. The purpose of a door stop is to prevent the door from being slammed

against the wall behind it. I am in agreement with the applicant that the force necessary for a door stop to puncture the door would have been excessive. I am satisfied the damage to all five interior doors was caused by the wilful or negligent actions of the respondents. I find the respondents liable to the applicants for the costs of replacing the doors in the amount of \$1,250.

Windows

The applicant claimed costs to replace the windows in the front bedroom and master bedroom. In both cases, the seals in the windows failed dramatically and the applicant alleged that the seals failed because the respondents had repeatedly left the windows open during the winter, causing them to freeze. Frankly, I find this argument ridiculous. Exterior windows, whether left open or not, are designed to withstand freezing and variable temperatures. The failure of the seals suggests a manufacturing defect rather than any type of damage caused by the users negligence. I am not satisfied the respondents are responsible for the damaged windows. The applicant's claim for costs of replacing two windows is denied.

Closet doors

The applicant claimed costs to reinstall and repair closet doors. Photographs support the claim. The respondents did not dispute this claim. I find the respondents liable to the applicant for the costs of reinstalling and/or repairing the closet doors in the amount of \$75.

Toilet paper holder

The applicant claimed costs to install a toilet paper holder in one of the bathrooms. There is no evidence to support whether or not the toilet paper holder was missing at commencement of the tenancy and therefore there is no evidence to support that the toilet paper holder is missing due to the respondents' negligent or wilful conduct. The applicant's claim to replace the toilet paper holder is denied.

Fence latch

The applicant claimed costs to re-install a fence latch. The respondents did not dispute that it required installation, but claimed that a replacement latch had been left on the fence. The respondents further testified that the latch had repeatedly failed throughout the tenancy. There being no evidence to support whether or not the latch was damaged at commencement of the tenancy, let alone any evidence to support whether or not the latch was damaged by the wilful or negligent conduct of the respondents, I am not satisfied the respondents should be liable for the costs of repairing the fence latch. The applicant's claim is denied.

Oven drawer

The applicant claimed costs of \$40 to repair the oven drawer. A photograph was provided demonstrating the damage claimed. The respondents did not dispute the applicant's claim. I find the respondents liable for the costs to repair the oven drawer in the amount of \$40.

Weather stripping

The applicant claimed \$50 to replace the weather stripping around the exterior door. A photograph was provided demonstrating the damage to the weather stripping, which appears to be beyond normal wear and tear. The respondents did not dispute this claim. I find the respondents liable for the costs of replacing the weather stripping in the amount of \$50.

Dishwasher door

The applicant's claimed costs to repair the dishwasher door. The respondents disputed that they caused any damage to the dishwasher door. There being no evidence establishing the condition of the dishwasher door at the commencement of the tenancy, I am not satisfied the respondents are responsible for the damage to the dishwasher door. The applicant's claim for costs to repair the dishwasher door is denied.

Summary

In summary, the allowed claims for costs of cleaning and repairs are as follows:

Cleaning and disposal of items	\$1,000.00
Replace and repair carpets	\$1,100.00
Replace five interior doors	\$1,250.00
Reinstall/repair closet doors	\$75.00
Repair oven drawer	\$40.00
Replace weatherstripping	\$50.00
Sub-total	\$3,515.00
Less security deposit w/interest	\$1,502.09
Total	<u>\$2,012.91</u>

Order

An order will issue requiring the respondents to pay for costs of repairs in the amount of \$2,012.91.

Adelle Guigon
Rental Officer