

IN THE MATTER between **THERESA WRIGHT**, Applicant, and **YELLOWKNIFE HOUSING AUTHORITY**, 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:

**THERESA WRIGHT**

Applicant/Tenant

- and -

**YELLOWKNIFE HOUSING AUTHORITY**

Respondent/Landlord

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 45(4)(c) and 42(3)(e) of the *Residential Tenancies Act*, the applicant shall pay the respondent costs of electricity paid on her behalf and costs of repair to the rental premises in the amount of two hundred seventy-four dollars and ninety cents (\$274.90).

DATED at the City of Yellowknife in the Northwest Territories this 19th day of February 2004.

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Hal Logsdon  
Rental Officer

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

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BETWEEN:

**THERESA WRIGHT**

Applicant/Tenant

-and-

**YELLOWKNIFE HOUSING AUTHORITY**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** February 11, 2004

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Theresa Wright, applicant  
Arlene Hache, representing the applicant  
Mary George, representing the respondent

**Date of Decision:** February 19, 2004

**REASONS FOR DECISION**

The tenancy agreement between the parties was terminated in October 2000. Following the termination of the tenancy agreement, the respondent retained the security deposit and accrued interest of \$650.83 and sent a statement of the deposit to the applicant demanding additional payment in the amount of \$1,390.44.

In April 2003 the respondent revised the statement, reducing cleaning charges and corresponding GST and administrative charges by \$235.40. This was done in response to the applicant's request to review the amount owing. In September 2003 the applicant, through the Centre for Northern Families, requested a further review of the account, disputing the amounts charged for cleaning, GST and administration. No further adjustments were made by the respondent and the applicant filed an application referring the matter to a rental officer on January 15, 2004.

Considerable time has elapsed since this tenancy agreement was terminated. An applicant is required to file an application within six months of the alleged incident that gave rise to the application. The rental officer may extend this time limit if it is not unfair to do so. In this matter, the landlord responded to the tenant's request to review the matter, adjusting the balance. The tenant still did not agree and requested a further review. The last communication between the parties appears to have been on September 8, 2003. In my opinion, the applicant had reason to believe that the issue would be resolved without recourse to legal action and it is not unfair, given the circumstances, to extend the time limit for application.

The applicant specifically disagreed with the deductions for painting and cleaning and the application of an administration fee and GST. The applicant's representative stated that the premises were left in a reasonably clean state and that much of the requirement for painting was the result of normal wear and tear.

The respondent stated that they had made certain adjustments and believed the current amount of \$1,155.04 demanded was substantiated by the inspection reports conducted at the commencement and termination of the tenancy agreement entered in evidence.

From the evidence presented by the parties, the charges for painting and cleaning are, in my opinion, excessive. The application of GST is required as the landlord is not GST exempt and must apply the tax. The application of an administrative charge is, in my opinion, reasonable. Charges for cleaning, electricity paid on behalf of the tenant and repairs are activities which the landlord should not have to undertake as they are the responsibility of the tenant. They consume staff time and cost money. The social housing landlord does not recover these expenses through rent or through contributions from the government.

There was ample evidence of damage to the wall surfaces at the termination of the tenancy agreement which could not be considered normal wear and tear. Crayon, fingernail polish and pen markings were noted which were not present at the commencement of the tenancy.

Repainting appears to have been required. The total cost to repaint the premises was \$1,631.75 and the tenant was charged 50% of that cost. Assuming that premises should be painted every five years would indicate that the premises were painted approximately six months prior to the

commencement of the tenancy agreement. The inspection report made at the commencement of the tenancy agreement appears to indicate otherwise. Judging from that report, which shows areas of wear and patched areas on several walls, it is more likely that the premises were painted four years prior to the termination of the tenancy agreement. That being the case, the landlord has enjoyed at least four of the five year life of the painted walls and the tenant should be responsible for one-fifth of the total costs or \$326.35.

The applicant's representative stated that the premises were left in a reasonably clean condition at the termination of the tenancy agreement, although a fax dated September 8, 2003 from the representative states that the stove was not clean. The total costs for cleaning as per the invoice submitted by the respondent were \$508.25. The tenant was originally charged the full amount, but the amount was later revised to \$308.25. The invoice is not itemized as to cost, but sets out areas cleaned, including windows and ledges, bathroom, fridge, stove, cabinets, washer, dryer, and floor stripping and washing. The inspection report, which is designed to accept codes for specific areas, including "U" for unclean, provides little detail as to the cleanliness of the premises at the termination of the tenancy agreement. Other than the notation "some dust" in the dining/living room section of the form, the only indication that the premises were not clean is a general note "unit needs cleaning and painting". In my opinion, there is not sufficient detail in the inspection report to support the extent of cleaning contained in the invoice and several of the tasks contained in the invoice are not normally considered the responsibility of the tenant. For example, stripping of the floors and washing windows is not usually necessary. There is nothing in the inspection report to lead me to believe those tasks were necessary to make the premises reasonably clean. I accept that the stove was not clean and find reasonable cleaning costs to be \$50.

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Taking the security deposit and interest into consideration I find the amount owing the applicant to be \$274.90, calculated as follows:

Electrical charges	\$154.01
Repairs	256.16
Painting	326.35
Cleaning	50.00
10% admin	78.65
GST	60.56
Deposit	(632.00)
Interest	<u>(8.83)</u>
<b>Total Owing</b>	<b><u>\$274.90</u></b>

Applying the deposit and interest first to repairs and cleaning, I find electrical charges and repair costs in the amount of \$274.90. An order shall issue requiring the applicant to pay the respondent that amount.

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Hal Logsdon  
Rental Officer