

IN THE MATTER between **DOREEN WEDZIN**, Landlord, and **JOLINE HUSKEY AND PETER HUSKEY**, Tenants;

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 **RAE-EDZO, NT**.

BETWEEN:

DOREEN WEDZIN

Landlord

- and -

JOLINE HUSKEY AND PETER HUSKEY

Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the tenants shall pay the landlord rent arrears in the amount of two hundred nineteen dollars and thirty cents (\$219.30).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the tenants shall pay the landlord for water and sewer costs which were paid on their behalf in the amount of one hundred seventy one dollars and seventy two cents (\$171.72).

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of October, 2005.

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");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

DOREEN WEDZIN

Landlord

-and-

JOLINE HUSKEY AND PETER HUSKEY

Tenants

REASONS FOR DECISION

Date of the Hearing: October 17, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Doreen Wedzin, landlord
Peter Huskey, tenant

Date of Decision: October 27, 2005

REASONS FOR DECISION

The landlord's application was filed on August 31, 2005 and the tenant's application was filed on September 20, 2005. As both applications refer to the same tenancy agreement and rental premises, with the agreement of the parties, both matters were heard at a common hearing.

The tenancy agreement between the parties was terminated on September 1, 2005 when the tenants vacated the premises. The landlord retained the security deposit and completed an estimated statement of the security deposit indicating a balance owing to the landlord. At the hearing, the landlord provided a final security deposit statement and sought an order requiring the tenants to pay additional amounts for rent arrears and compensation for utilities paid on their behalf in the total amount of \$781.40. The landlord also provided receipts for the repairs and utility costs, photographs and an inspection report in evidence.

The tenant did not dispute that the rent for August, 2005 had not been paid but denied that there were any damages to the premises which were the result of their negligence. The tenant also claimed that at the commencement of the tenancy agreement, they were required to pay the utility arrears of a former tenant before they could establish an account and receive services. The tenant claimed the amount paid was approximately \$53.00 but was unable to provide any evidence concerning the detail of the charges or the exact amount. The tenant also stated that they had replaced a doorknob and deadbolt on behalf of the landlord at a cost of \$139.88. The tenants sought compensation for the utilities and repair and a partial return of their security deposit in the

total amount of \$479.22.

The alleged damages to the premises consist of holes in two interior doors and several small holes and damaged areas on the wall surfaces in two bedrooms and the living room. The landlord replaced the doors and repainted the three rooms which had wall damage. The condition report, signed by both parties at the commencement of the tenancy agreement does not indicate the existence of any of the alleged damages. The photographs, provided in evidence by the landlord, support the allegations and indicate the requirement to patch and paint several walls in the three rooms and to replace the damaged doors. The tenant denied all the allegations of damage and provided a letter from the persons who cleaned the premises indicating the work done by them and that "nothing was broken". In my opinion, the evidence supports the landlord's allegations. The damages are not severe but can not be considered normal wear and tear.

In my opinion, the landlord's costs of repair do not reflect the required repair work. Several items on the receipts are not for materials or labour to paint or repair doors and will not be considered. The receipts indicate that three interior doors were purchased although the landlord stated that only two were damaged. Only two doors appear to be damaged in both the photographs and condition report. Only the cost of two doors has been considered. As well, the amount of paint appears to be well in excess of the amount required to paint the affected areas. The landlord purchased approximately eleven gallons of paint which should cover approximately 4400 square feet of wall. In my opinion, particularly given the fact that the walls were painted in 2003 in a neutral colour and not all walls in all three rooms will require re-painting, five gallons should be

adequate. Taking into consideration that the interior paint of a rental property has a useful life of approximately seven years, I have reduced the painting cost by 30% to reflect depreciation.

I find the repair costs due to the landlord to be \$558.36 calculated as follows:

Paint (18.9 litres)	\$84.99
Patching compound	6.99
Brushes, rollers, etc	30.22
2 interior doors	155.98
GST	19.47
Labour	<u>500.00</u>
TOTAL	\$797.65
70% of costs	\$558.36

The tenants have not provided sufficient evidence to support their allegation that they paid utility costs which should have been the responsibility of the landlord. I have no way of determining the period in which these alleged costs accrued or the amount from the evidence before me. Their request for compensation is therefore denied.

The landlord denied that she had given permission to change the locks to the premises. The tenant stated that the deadbolt had to be changed because the key had been broken off in the lock. He could not recall why the doorknob had been replaced. I can not determine from the evidence if the repairs were the responsibility of the landlord or the tenant. In any case, the replacement of the locks to a rental premises can only be done by mutual agreement and this was apparently not the case. The tenants' request for compensation is denied.

The landlord provided two invoices for water and sewage services representing service charges

for the months of July and August, 2005 in the amount of \$171.72 and a receipt indicating that the amounts had been paid by her. The tenancy agreement between the parties obligates the tenants to pay for these services during the term of the tenancy. I find the tenants liable for these costs which were paid on their behalf by the landlord.

I find rent arrears due to the landlord in the amount of \$723, calculated as follows:

Per diem rent	32.88
Arrears (22 days - rounded)	\$723.00

Taking into consideration the security deposit and accrued interest I find the amount due to the landlord by the tenants to be \$391.02 calculated as follows:

Security deposit	\$1000.00
Interest on deposit	62.06
less repair costs	(558.36)
less rent arrears	<u>(723.00)</u>
Net rent arrears	\$219.30
plus water and sewage costs	<u>171.72</u>
Amount due landlord	\$391.02

An order shall issue requiring the tenants to pay the landlord rent arrears in the amount of \$219.30 and compensation for water and sewer costs paid on their behalf in the amount of \$171.72.

Hal Logsdon
Rental Officer