

IN THE MATTER between **KEVIN BENDER**, Applicant, and **TREESTONE HOLDINGS LTD.**, 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 **FORT SMITH, NT.**

BETWEEN:

KEVIN BENDER

Applicant/Tenant

- and -

TREESTONE HOLDINGS LTD.

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 18(5) of the *Residential Tenancies Act*, the respondent shall return a portion of the retained security deposit to the applicant in the amount of ninety dollars and fifty two cents (\$90.52).

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of June, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **KEVIN BENDER**, Applicant, and **TREESTONE HOLDINGS LTD.**, 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:

KEVIN BENDER

Applicant/Tenant

-and-

TREESTONE HOLDINGS LTD.

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: June 25, 2008

Place of the Hearing: Fort Smith, NT via teleconference

Appearances at Hearing: Kevin Bender, representing the applicant
Terry Popplestone, representing the respondent

Date of Decision: June 25, 2008

REASONS FOR DECISION

The respondent stated that the proper name of the landlord was Treestone Holdings Ltd. The style of cause of the order shall reflect the proper name of the respondent.

The tenancy agreement was terminated on March 31, 2008. The respondent retained part of the security deposit (\$750), applying it against cleaning costs (\$125), replacement of an interior door (\$150) and repair of the back entrance door (\$100). The balance of \$375 was returned to the applicant.

The applicant disputed the amount charged for cleaning, stating that the floors, bathroom and walls were clean. The applicant acknowledged that he failed to clean under the refrigerator and stove and did not fully clean the kitchen cabinets and drawers. He stated that he felt \$20 was adequate compensation for the cleaning.

The applicant acknowledged damaging the interior door to the basement but stated that the dent could have been repaired rather than replace the entire door. The respondent stated that the damage was a hole in the door and that it could not be reasonably repaired. A photograph of the damage was provided in evidence.

The applicant acknowledged that the back door jamb was damaged but did not agree that the lock set had to be replaced. Photographs of the damage were provided in evidence. The respondent

stated that the jamb was repaired but the lock set was discovered to be damaged as well. The photographs clearly show that the door jamb is split and suggest that the door was forced open.

The photographic evidence shows only the floor under the refrigerator and stove as needing cleaning. The landlord's check out notes, presented in evidence states that the cupboards, door fronts and shelves also need cleaning. This coincides with the testimony of the applicant. While it may be true that the landlord undertook additional cleaning to ensure that the premises were in top condition, there is no evidence that it was necessary to bring the premises to a state of ordinary cleanliness. In my opinion, the evidence supports two hours of general cleaning and the rate of \$25/hour is reasonable.

The damaged interior door is a hollow core, natural wood veneer door. In my opinion, a repair of the hole would probably not be successful and if accomplished would be unsightly. I find the replacement of the door and the cost of \$150 to be reasonable.

The damage to the exterior door suggests that it has been forced open. In my opinion, it is not unlikely that the lock set was also rendered inoperable. I find the repair costs of \$100 reasonable.

The respondent has not applied interest to the security deposit. I find the accrued interest to be \$15.52.

An order shall issue requiring the respondent to return a portion of the retained security deposit to

the applicant in the amount of \$90.52. Calculated as follows:

Security deposit	\$750.00
Interest	15.52
General cleaning	(50.00)
Door replacement	(150.00)
Door repair	<u>(100.00)</u>
Amount due applicant	\$465.52
Previously refunded	<u>375.00</u>
Balance due applicant	\$90.52

Hal Logsdon
Rental Officer