

IN THE MATTER between **ANNE LESKIW**, Applicant, and **ERIC SHANK AND JENNIFER COLEMAN**, Respondents;

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 **ENTERPRISE, NT**.

BETWEEN:

ANNE LESKIW

Applicant/Landlord

- and -

ERIC SHANK AND JENNIFER COLEMAN

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of seventy seven dollars and ninety two cents (\$77.92).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondents shall pay the applicant the cost of fuel paid on their behalf in the amount of one thousand two hundred fourteen dollars and forty seven cents (\$1214.47).

3. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondents shall pay the applicant the sewer costs paid on their behalf in the amount of eighty five dollars and nine cents (\$85.09).

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of October, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **ANNE LESKIW**, Applicant, and **ERIC SHANK AND JENNIFER COLEMAN**, Respondents.

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:

ANNE LESKIW

Applicant/Landlord

-and-

ERIC SHANK AND JENNIFER COLEMAN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: September 26, 2008

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Anne Leskiw, applicant
Eric Shank, respondent

Date of Decision: October 6, 2008

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on November 30, 2007 when the respondents vacated the premises. The applicant retained the security deposit (\$850), applying it against rent arrears (\$700), repairs and cleaning (\$980), fuel costs (\$1214.47) and sewer costs (\$89.09) leaving a balance owing to the applicant of \$2133.56. There is no evidence to indicate that the applicant completed a security deposit statement in accordance with section 18 of the *Residential Tenancies Act*. The applicant sought an order requiring the respondents to pay these costs.

The respondent did not dispute the rent arrears, fuel costs or sewer costs, however the invoice for the sewer costs indicates that the costs were \$85.09 rather than the \$89.09 claimed by the applicant. The tenancy agreement obligated the tenant to pay for fuel and sewer costs during the term of the agreement. The fuel invoices provided in evidence by the applicant indicate that the tank was full at the commencement of the tenancy agreement but required 883.6 litres to fill the tank after the respondents vacated the premises.

The respondent disputed the deductions for cleaning and repairs which are summarized below:

Repairs to Basement Wall

The applicant stated that the respondent had installed a TV dish without the permission of the applicant and had drilled holes in the wall, piercing the vapour barrier. A statutory

declaration by the temporary property manager confirms her allegations that the work was done without permission and the vapour barrier was pierced. The applicant sought repair expenses of \$375 to repair the wall. The respondent stated that he did get permission from the property manager who also lent him the tools to do the job.

The issue is not whether the respondent got permission to install the dish. The issue is whether the respondent damaged the premises because of his negligent workmanship. The applicant provided no details of what repairs had to be made or how the \$350 repair cost was obtained. There were no photographs of the alleged damage provided by the applicant. Certainly, if the vapour barrier was compromised, it needed to be repaired but, in my opinion, the cost of \$375 can not be justified without some evidence that the repair involved more than simply sealing several holes made by the connectors that secured the dish to the exterior wall. I do note that the work included removing TV cable but that work should not appreciably add to the cost of the work. In my opinion, reasonable compensation is \$100.

Replacement of Missing Rug

The applicant stated a small rug by the entrance door was missing and claimed \$30 compensation. She stated that the amount was based on the replacement cost of the rug. The respondent acknowledged that he disposed of the rug because it was very old and soiled. The age of the rug is unknown but the respondent's description of it's condition suggests that it was at least several years old. Entrance rugs do not last forever and a

useful life of five years is not unreasonable, as these rugs are exposed to a lot of wear and dirt. In my opinion, the respondent is entitled to a depreciated cost of \$15.

Cleaning and Repair of Oven Door

The applicant stated that the oven door would not close properly and that she required some help to get it closed. She also claimed compensation for cleaning the oven. The respondent testified that the oven was left in a clean condition. In my opinion, the evidence does not support that the oven door was damaged by the respondent or that the oven was not left in a clean condition. The request for compensation for these items is denied.

Clean Stained Toilet and Oil Cabinets and Hardwood

The applicant stated that the toilet had to be cleaned because it was badly stained and that the cabinets and other hardwoods in the premises had to be oiled. The respondent stated that the staining was due to the hard water and that the cabinets were not made of wood which required oiling. He also stated that there was no other hardwood in the house.

A tenant is obligated to leave the premises in an ordinary state of cleanliness when they vacate. A stained toilet, regardless of the source of the stain, should be cleaned by the tenant. In my opinion, a reasonable cost of this cleaning is \$10. If a wood product requires periodic care in the normal course of its lifetime, it is considered normal wear and tear.

There is no evidence to suggest that the cabinets or any other wood products required

oiling due to the negligence of the tenant. Repair required due to normal wear and tear is the responsibility of the landlord. Compensation for the oiling of cabinets and other hardwood is denied.

Purchase Curtain Rods and Install Curtains

The applicant stated that the curtains, which were supplied as part of the tenancy agreement, were taken down by the respondent. The applicant stated that the curtain rods were missing or bent and had to be replaced. The applicant sought compensation of \$75 to purchase new rods and install the curtains. The respondent acknowledged taking the curtains down but stated that the rods were in the basement. If the rods were bent, replacement is reasonable. If the curtains were not re-installed by the tenant, compensation to the landlord for installation is reasonable. I find the costs of \$75 sought by the applicant to be reasonable.

Install Bedroom Door

The applicant stated that the bedroom door had been removed and had to be reinstalled with new hinges. The applicant sought compensation of \$50. The respondent acknowledged removing the door and installing it in a different location. The door should have been re-installed in its original location by the tenant. I find the compensation sought by the applicant to be reasonable.

Outside Clean-up

The applicant stated that she had to gather tools from the yard which had not been returned by the respondents and had to generally clean up the debris in the yard. She stated that this was done in the Spring, when the snow had all melted. The tenant vacated on November 30, 2007. There is no evidence of the condition of the yards and the amount of debris on November 30 could have been significantly different in the spring and unrelated to the tenants' occupation of the property. I find no evidence to support the applicant's claim for \$50.

Administration

The applicant sought \$150 for unspecified administration. While some costs of pursuing legal action may be permissible, I am not prepared to provide any compensation without an itemized list of costs incurred. The compensation for administration is denied.

The applicant has failed to apply any interest on the security deposit. I calculate the interest due to be \$22.08.

Applying the security deposit and accrued interest first to repairs and cleaning, I find rent arrears in the amount of \$77.92 calculated as follows:

Security deposit	850.00
Interest	22.08
Rent arrears	(700.00)

Wall repair	(100.00)
Rug replacement	(15.00)
Clean toilet	(10.00)
Curtains	(75.00)
Bedroom door	<u>(50.00)</u>
Rent arrears payable	\$77.92

I find the respondents in breach of their obligation to pay for fuel in the amount of \$1214.47 and sewer costs in the amount of \$85.09.

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$77.92, fuel costs paid on behalf of the respondents in the amount of \$1214.47 and sewer costs paid on behalf of the respondents in the amount of \$85.09.

Hal Logsdon
Rental Officer