

IN THE MATTER between **TOM MAKEPEACE AND NANCY MAKEPEACE**,
Applicants, and **FERNE FURROW**, 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 **HAY RIVER, NT**.

BETWEEN:

TOM MAKEPEACE AND NANCY MAKEPEACE

Applicants/Landlords

- and -

FERNE FURROW

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicants repair and cleaning costs in the amount of one hundred ninety eight dollars and fifty nine cents (\$198.59).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the cost of fuel paid on her behalf in the amount of six hundred forty nine dollars and eighty cents (\$649.80).
3. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the cost of water paid on her behalf in the amount of one hundred sixty four dollars and thirty

seven cents (\$164.37).

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of January,
2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **TOM MAKEPEACE AND NANCY MAKEPEACE**,
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BETWEEN:

TOM MAKEPEACE AND NANCY MAKEPEACE

Applicants/Landlords

-and-

FERNE FURROW

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 4, 2010

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Tom Makepeace, applicant
Ferne Furrow, respondent

Date of Decision: January 10, 2010

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on September 15, 2009 when the respondent vacated the premises. The applicants retained the security deposit (\$450) and accrued interest (\$115.76) applying it against door repairs (\$1076.25), carpet replacement (\$210), carpet underlay replacement (\$50.13), cleaning (\$70), cleaning of a shed (\$45), window repair (\$139.05), replacement of door glass (\$65), repair of basement wall (\$100), replacement of locks (\$80.98), repair of shed (\$174.19) postage and freight charges (\$30.44), fuel costs (\$649.80) and water costs (\$164.37) resulting in a balance owing the applicants of \$2289.45. The applicants sought an order requiring the respondent to pay that amount.

The respondent did not dispute the charges for fuel or water or the cleaning charges for the shed but objected to the remainder of the deductions. The applicant provided receipts for the water and fuel which I find to be in order. The tenancy agreement obligates the tenant to pay for these costs during the term of the tenancy agreement. I find the shed cleaning costs to be reasonable.

Door Repairs and Replacement of Door Glass

The respondent stated that the damage to the door and door glass was caused by a break-in by unknown persons. She stated that the incident was reported to the police and the landlord but the person who committed the crime was never apprehended.

Section 42 of the *Residential Tenancies Act* obligates a tenant to repair certain damages.

42.(1) A tenant shall repair damage to the rental premises and the residential complex caused by the wilful or negligent conduct of the tenant or persons who are permitted on the premises by the tenant.

The evidence does not support that the door was damaged by the tenant or a person who was permitted on the premises by the tenant. The repair costs for the door and door glass are denied.

Carpet and Underlay Replacement

The applicant stated that the carpet was badly damaged and had to be replaced along with several sheets of plywood underlay. Photographs provided by the applicants in evidence indicated that the carpet had been soaked by liquid in numerous places causing damage to the carpet and the plywood underlay. The costs claimed by the applicant include labour costs to remove the old carpet and install the new underlay and the cost of the underlay. The carpet was approximately 13 years old.

Carpets in rental properties have a useful life of approximately 10 years.

Notwithstanding the damage to the carpet, it was due for replacement and the landlord should bear the cost of the new carpet and the labour cost for removal and replacement. Therefore the removal costs are denied. However, replacement of the carpet should not require the removal and replacement of the plywood underlay. I find that this cost should be borne by the respondent. I find this cost to be \$105 which includes the cost of the plywood and three hours of labour.

Cleaning

The respondent stated that she left the premises in a reasonable clean condition. The applicants provided photographs of the premises in evidence showing that the bathroom was not clean. The respondent stated that she had tried to clean the toilet but the water had stained it making it impossible to clean. The photographs of the toilet show it before it was cleaned and after it was cleaned. Although still showing some staining after the cleaning, it is considerably better. In my opinion, the cleaning cost requested by the applicants is reasonable.

Window Repairs

The respondent stated that the missing window handles were left on the window sills and that the screens were rotting and shifting as the house settled. The photographic evidence shows no window handles and indicates that screen frames were bent and screens ripped. In my opinion, the applicants' evidence supports the allegations and the costs of repair are reasonable.

Repairs of Basement Wall

The photographic evidence provided by the applicants shows large holes in the basement drywall. A large poster was placed over the damage. The respondent stated that she refused to repair the damage because there had been a sewage back-up in the basement and she believed that the walls had been contaminated. Regardless of whether the sewage back up contaminated the walls or did not, the wall damage is

obviously the result of willful damage or negligence on the part of the tenant or persons she permitted on the premises. I find the costs to be reasonable and the responsibility of the respondent.

Lock Changes

The applicants submit that the keys to the premises were not returned. The respondent stated that she left them on the cupboard when she vacated. The landlord stated that he found no keys in the premises. In my opinion, it is the tenant's responsibility to return the keys to the landlord or to inform the landlord where the keys were left. It is not unreasonable for a landlord to change the locks if there is the possibility that the security of the next tenants may be compromised because the keys were not returned. I find the costs claimed by the applicants to be reasonable.

Shed Repair

The applicants have claimed repair costs to replace floor sheeting in an outdoor shed which was part of the residential complex provided to the respondent. The applicant stated that waste oil was kept in the shed and had been spilled on the floor. The photographic evidence indicates the damage. The respondent stated that the oil was in containers and was to be removed with the rest of the garbage in the shed. In my opinion, the evidence supports the applicants' allegations and the repair costs claimed are reasonable.

Postage and Freight Charges

The applicants have claimed postage charges for serving the application on the respondent and freight charges for shipping the application and evidence to the rental officer. These costs are a normal business expense and shall be denied.

Applying the security deposit and accrued interest to the repair and cleaning costs I find repair and cleaning cost due to the applicant in the amount of \$198.59 calculated as follows:

Security deposit	\$450.00
Interest	115.76
Underlay	(155.13)
Shed and bathroom cleaning	(115.00)
Window repair	(139.05)
Basement wall repair	(100.00)
Lock changes	(80.98)
Shed repair	<u>(174.19)</u>
Amount due applicants	\$198.59

An order shall issue requiring the respondent to pay the applicant repair and cleaning charges of \$198.59, fuel costs of \$649.80 and water costs of \$164.37.

Hal Logsdon
Rental Officer