

IN THE MATTER between **STAN KUKOVICA**, Applicant, and **MARIE CLAUDE BLAIS**, Respondent;

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

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **FORT SMITH, NT.**

BETWEEN:

STAN KUKOVICA

Applicant/Landlord

- and -

MARIE CLAUDE BLAIS

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair and cleaning costs in the amount of two hundred forty nine dollars and seven cents (\$249.07).

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of January, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **STAN KUKOVICA**, Applicant, and **MARIE CLAUDE BLAIS**, 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:

STAN KUKOVICA

Applicant/Landlord

-and-

MARIE CLAUDE BLAIS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 27, 2011

Place of the Hearing: Fort Smith, NT via teleconference

Appearances at Hearing: Stan Kukovica, applicant
Marie Claude Blais, respondent

Date of Decision: January 28, 2011

REASONS FOR DECISION

The applicant filed the application on June 7, 2010 seeking an order requiring the respondent to pay rent arrears. The tenancy agreement was terminated on June 30, 2010 and the applicant amended the application seeking rent arrears and repair costs net of the retained security deposit.

The respondent provided a security deposit of \$775. The applicant retained the deposit following the termination of the tenancy agreement. No statement of the security deposit or the deductions was provided to the respondent. The applicant stated that he applied the security deposit to the unpaid June, 2010 rent, applied interest of \$27.90 to repair costs and now seeks an order for the balance.

The applicant alleged that the following repairs or cleaning costs were necessary:

1. The replacement of three entrance carpets which he was unable to clean and replaced at a cost of \$47.25. A receipt for the entrance carpets was provided in evidence as well as several photographs of the carpets.
2. General cleaning of the premises at a cost of \$350. The applicant described the premises as very dirty. A receipt for cleaning was provided in evidence indicating 10 hours of cleaning at \$35/hour. Photographs of various rooms in the premises were also provided in evidence.
3. Carpet cleaning of all carpeted areas at a cost of \$126. An invoice for the carpet cleaning was provided in evidence which noted "major dog hair in all rooms". Photographs of the carpeted areas were also provided in evidence.

4. Repair of damage to one wall at an estimated cost of \$252. A quotation by the landlord's construction company was provided in evidence along with a photograph of the damage.

The respondent disputed all of the repair and cleaning items:

1. The respondent stated that one of the entrance carpets belonged to her and disputed that the others were unclean. She pointed out that the applicant's photographs indicated that only the entrance carpet belonging to her was dirty. She stated that she occasionally allowed her dog to stay in that area and noted that the other two carpets were not dirty but were old.
2. The respondent disputed that the premises required any cleaning at all. She provided photographs of the premises in evidence which were taken at the end of the tenancy agreement.
3. The respondent disputed that the carpet was dirty or had any dog hair on it at all. She stated that her dog was never in the house and always kept outside or on the porch. She stated that neither the applicant's photographs of the carpeted areas or her photographs indicated any dog hair whatsoever.
4. The respondent stated that the damage to the wall was present at the commencement of the tenancy agreement and that the applicant advised her not to worry about it as she would not be charged for the damage. The applicant provided a check-in/out form in evidence which included the initials of both parties next to various components of the premises. The respondent stated that she had placed her

initials next to “walls” indicating that the parties had talked about the damage. She also stated that the previous tenant had told her that she had damaged the wall.

There is no dispute concerning the rent arrears. The respondent acknowledges that the rent for June, 2010 was not paid. The landlord was entitled to retain the security deposit for the June, 2010 rent arrears although he neglected his obligation to provide the required statement.

I accept that one of the entrance carpets belonged to the respondent. The applicant did not dispute her claim to ownership. The photographs of the other two carpets do not, in my opinion, reveal any damage other than normal wear and tear and do not appear particularly dirty. I note that both are curled on the edges and rather worn looking. In my opinion, they were not damaged or left unreasonably dirty and if their replacement was necessary, it was because they were at the end of their useful life. The applicant’s claim for the replacement cost of the entrance carpets is denied.

The applicant’s assessment of the general cleanliness of the premises is entirely opposite to that of the respondent. In my opinion, the photographic evidence provided by both parties confirms that the premises were somewhat less than the standard of “ordinary cleanliness” set out in the *Residential Tenancies Act*. The photographs of the bathroom for example indicate that the base of the toilet was not wiped clean. The kitchen photographs show spills on the lower cabinet doors and some debris on the floor. There is also debris on the floor around the entrance. In my opinion, a vacating tenant should wipe down all counters, clean all bathroom and kitchen fixtures and wash any uncarpeted floors. Photographs submitted by both parties indicate that these items

were not completely accomplished. However, in my opinion, the applicant's claim of 10 hours of cleaning is far in excess of what is required to meet an acceptable standard of cleanliness. In my opinion, it would take no more than two hours of labour to bring the premises up to the required standard. In my opinion general cleaning costs of \$70 is reasonable.

Although the respondent stated that her dog was always kept outside and was never permitted in the house, the invoice from the company that cleaned the carpets indicated that there was significant amounts of dog hair on all of the carpeted areas. There is significant dog hair on the outside porch carpet which is clearly visible on a photograph but no dog hair is detectible on any other photos. The respondent acknowledged that she had permitted the dog to sleep on the porch on occasion but had never allowed it in the house. Four photographs of the yard area, provided by the landlord in evidence show piles of straw which were presumably used for bedding for the dog indicating that the dog generally lived outside. The colour of the carpets and the colour of the dog hair are such that it is unlikely that dog hair would be easily visible in a photograph. It is clearly visible on the porch carpet due to the contrast between the white hair and charcoal carpet.

In my opinion, it is not unreasonable to require carpet cleaning at the end of a tenancy when the tenant is permitted to keep a dog or cat even when the carpet has been vacuumed and appears clean. Pet hair contains allergens which are not necessary removed through vacuuming. In my opinion, the evidence from the carpet cleaner suggests that there was dog hair on the carpet and I find the carpet cleaning was reasonable. The respondent argued that the cost was unreasonable. I disagree. The cost claimed by the applicant is well within the norm for that service.

Section 15 of the *Residential Tenancies Act* in force at the commencement of this tenancy agreement sets out a requirement for an inspection report.

15.(1) At the commencement of the tenancy and when a security deposit is requested, a landlord and tenant shall sign a document that sets out the condition and contents of the rental premises.

The Act does not specify an approved form for the inspection document. The document used by the applicant consists of a list of components in the premises (floors, walls, cupboards, carpets, etc.) with a space for each party to initial. At the bottom of the page is a space for comments.

There is no signature block but the parties agreed that they had both initialled the spaces on the document. The document is not dated but the parties agreed that it was completed at the beginning of the tenancy agreement. Both parties have initialled the space corresponding to “walls”. The respondent submits that the document is invalid because it is unsigned and undated. I disagree. Both parties clearly acknowledge that they executed the document and agree on the date it was executed. The respondent submits that it does not indicate her acknowledgement that the walls were undamaged. What then, does it indicate? If it was intended to simply mean that the parties had talked about the wall damage and agreed that the respondent would not be held accountable it would be reasonable to record that agreement on the document. To do otherwise renders the document useless. Although the respondent states that a former tenant claims to have told her that she damaged the wall, the respondent offered no evidence or witness to support that claim.

On the balance of probabilities, I find the respondent liable for the repair to the wall. However, I find the repair costs unreasonable. The applicant’s cost estimate includes cutting out the damaged

area, installing backing, filling, sanding and repainting the entire wall. He estimates the time required to be 4 hours. The photographs clearly indicate that the damages are two small dents, not holes. Therefore there is no need to consider any backing, the dents can simply be filled and painted. One scratch coat of filler and one final coat are all that is necessary and since the walls are all eggshell white, there is no need to paint the entire wall. Matching the patch to the wall colour is easily done. If the paint is significantly faded or discoloured, it is probably time to repaint the entire premises. In my opinion, the wall repair can be accomplished by a competent trades person in one hour. A cost of \$60 is reasonable.

The applicant has not calculated the interest on the security deposit correctly. The correct interest is \$6.93.

Applying the retained security deposit first to rent, I find the respondent liable for repair and cleaning costs of \$249.07 calculated as follows:

Security deposit	\$775.00
Interest	6.93
Rent arrears	(775.00)
General cleaning	(70.00)
Carpet cleaning	(126.00)
Wall repair	<u>(60.00)</u>
Amount due applicant	\$249.07

An order shall issue requiring the respondent to pay the applicant \$249.07.

Hal Logsdon
Rental Officer