

IN THE MATTER between **OLIVIA HAWKER**, Applicant, and **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

OLIVIA HAWKER

Applicant/Tenant

- and -

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of March, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **OLIVIA HAWKER**, Applicant, and **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, 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:

OLIVIA HAWKER

Applicant/Tenant

-and-

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: February 23, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Olivia Hawker, applicant
Maigan Lefrancois, representing the respondent
Rosetta Morales, representing the respondent

Date of Decision: March 8, 2011

REASONS FOR DECISION

The style of cause of this matter has been amended to reflect the full, unabbreviated name of the respondent.

This tenancy agreement was terminated when the applicant vacated the premises on August 12, 2010. The applicant alleged that the respondent had retained her security deposit of \$1295 and that she had not received any statement of the security deposit. The applicant sought an order requiring the respondent to return the deposit and accrued interest.

The respondent disputed the allegations testifying that a statement of the security deposit was completed and sent to the applicant's last known address, the rental premises. The respondent stated that no new address had been provided to them. The applicant acknowledged that she had not provided a new address after vacating the premises. A copy of the security deposit statement was provided by the respondent in evidence as well as photographs and inspection reports.

The check-out inspection report and the security deposit statement are both dated August 12, 2010. The security deposit statement outlines the following:

Security deposit	\$1250.00
Interest	2.20
Rent Arrears (August)	(1250.00)
Rent credit (August)	766.13
Lost rent (Aug 13-31)	(766.13)
Carpet cleaning	(300.00)
General cleaning (2 hrs.)	(80.00)

Repainting/hang blinds	<u>(685.00)</u>
Amount due landlord	\$1062.80

I am satisfied that the respondent completed the security deposit statement in accordance with the *Residential Tenancies Act*.

The respondent's records indicate that the security deposit required and paid by the applicant was \$1250, not the \$1295 claimed by the applicant. The applicant provided no receipts or other evidence concerning the quantum of the security deposit. Since \$1250 is also the monthly rent, in my opinion, the applicant's recollection of the amount paid is incorrect and the amount of security deposit provided to the respondent was \$1250. I find the interest on the deposit to be \$2.24.

The applicant objected to the deductions.

The applicant submitted that she painted portions of the apartment because the respondent had not painted before she took occupancy. Photographs of the premises, provided by the respondent in evidence indicate walls painted blue and green. The respondent stated that they had to be restored to their original colour. I must agree with the respondent. If the walls required painting, the applicant should have requested the respondent to do the work and filed an application if it was not completed. The colours used by the applicant are not acceptable and requiring the walls to be restored to their original colour, or at least to a neutral colour is not unreasonable.

The applicant stated that the premises were left in a clean condition and did not require additional cleaning by the respondent. The inspection report and security deposit statement indicate that two hours of cleaning at \$40/hour were charged to clean the oven, fridge and floors. However all the uncarpeted floors are marked clean on the inspection report. The report notes that both the fridge and stove were dirty and the photographic evidence supports the oven cleaning. Given that the floors do not appear to have been dirty, reasonable cleaning costs, in my opinion should only be \$40.

The applicant stated that in her opinion, the \$300 charge for cleaning the carpets and re-hanging a blind was unreasonable. The respondent kept a cat on the premises which, in my opinion, is reason enough to require professional carpet cleaning. The photographic evidence and the inspection report both indicate the requirement to re-hang the blind. In my opinion the cost claimed is not unreasonable.

I find no evidence that the applicant paid any rent for the month of August, 2010 although she occupied the premises for twelve days during that month. I find that rent to be \$483.87.

The respondent has deducted compensation for lost rent from the security deposit. The respondent acknowledged that the deduction was not permitted, claiming that they only became aware of requirement to file an application for compensation for lost rent since this application was filed in January, 2011. While I look forward to the respondent's future compliance with this provision, I must note that three previous applications by tenants in 2007, 2008 and 2010 resulted

in orders requiring the respondent to return compensation for lost rent which was deducted from the security deposit.

Applying the permitted deductions against the security deposit and accrued interest I find a balance owing to the respondent. Therefore, the tenant's application for the return of the security deposit must fail and the application shall be dismissed.

Security deposit	\$1250.00
Interest	2.24
Rent arrears	(483.87)
Carpet cleaning/blinds	(300.00)
General cleaning	(40.00)
Painting	<u>(685.00)</u>
Amount due applicant	\$256.63

Hal Logsdon
Rental Officer