

IN THE MATTER between **JEREMY STORVOLD AND LINNEA STORVOLD**,
Applicants, and **DEBBIE HIRST AND FRANK HIRST**, Respondents;

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 **HAY RIVER, NT**.

BETWEEN:

JEREMY STORVOLD AND LINNEA STORVOLD

Applicants/Tenants

- and -

DEBBIE HIRST AND FRANK HIRST

Respondents/Landlords

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 18.1(b) of the *Residential Tenancies Act*, the respondents shall return a portion of the retained security deposit to the applicants in the amount of one thousand two hundred forty one dollars and twenty eight cents (\$1241.28).

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of January,
2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **JEREMY STORVOLD AND LINNEA STORVOLD**,
Applicants, and **DEBBIE HIRST AND FRANK HIRST**, 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.

BETWEEN:

JEREMY STORVOLD AND LINNEA STORVOLD

Applicants/Tenants

-and-

DEBBIE HIRST AND FRANK HIRST

Respondents/Landlords

REASONS FOR DECISION

Date of the Hearing: January 10, 2013

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Jeremy Storvold, applicant
Linnea Storvold, applicant
Debbie Hirst, respondent
Frank Hirst, respondent

Date of Decision: January 16, 2013

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on June 30, 2012 when the applicants vacated the premises. The respondents retained the security deposit (\$1400) and their calculation of the interest due (\$29.30) deducting house cleaning supplies (\$33.65), yard supplies (\$97.60), house cleaning labour (\$300.00), yard repair labour (\$980) and repair costs for a bar stool (\$25) resulting in a balance due to the respondents of \$6.95. The applicants disputed the deductions from the deposit and sought an order requiring the respondents to return the full security deposit and accrued interest.

Neither party was certain when the tenancy agreement commenced. The applicants stated that it commenced in August or September, 2010 while the respondents stated that it may have commenced in October, 2010. Neither party was able to produce a written tenancy agreement although both acknowledged that one had been executed.

Both parties acknowledged that an entry inspection had been conducted at the commencement of the tenancy and that an inspection report had been produced. Neither party was able to produce a copy of the entry inspection report. Both parties acknowledged that an exit inspection report had not been completed.

On September 1, 2010 Sections 18(5) and 18(6) of the *Residential Tenancies Act* came into force prohibiting the retention of any amount of a security deposit for repair costs if entry and exit

inspection reports have not been completed.

18(5) A landlord may not retain any amount of a security deposit or pet security deposit for repairs of damage to the rental premises if the landlord or his or her agent

(a) fails to complete an entry inspection report and an exit inspection report; or

(b) fails, without a reasonable excuse accepted by a rental officer, to give a copy of each report to the tenant.

(6) Subsection (5) applies in respect of a tenancy agreement entered into on or after the day on which this section comes into force.

I note that I provided both parties with an opportunity to submit a copy of the tenancy agreement and/or the entry inspection report provided it was provided to me by January 15, 2013. I did not receive either document but did receive other evidence from both parties which I have not considered in this decision as it was not information provided to both parties. I am not convinced by the evidence considered that this tenancy agreement commenced on or before September 1, 2010.

The applicants disputed all of the deductions from the security deposit stating that the premises and yard were left in a reasonable condition free of any damages caused by themselves or persons they permitted on the premises.

I find the house cleaning expenses (\$33.65 for supplies and \$300 for labour) to be unreasonable.

The photographic evidence provided by the applicants indicate that the house was in a state of reasonable cleanliness but do not show the detail of the respondents' photographs. However, the soiled areas shown by the respondents' photographs do not, in my opinion justify 10 hours of

labour. In my opinion, the cleaning required to bring the premises to a reasonable state of cleanliness should not cost more than \$60, including supplies. Two of the “unclean areas”, a wall corner and the base of a DVW pipe appear to be mould caused by moisture rather than any dirt caused by the tenants. In my opinion, these are repairs that should be addressed by the landlord.

The applicants acknowledged that oil had been spilled on the garage floor but stated that it had been cleaned up. Both the landlords’ photographs and the tenants’ photographs clearly show the stain. The applicants stated that what appeared as a stain might be dampness on the concrete due to the recent cleaning, however, I doubt both sets of photographs would be so similar if that were the case. While I am willing to consider that some oil stains on a garage floor amount to normal wear and tear as all vehicles will drip at least small amounts of fluids, this stain is at least partially the result of the tenants’ negligence. In my opinion, compensation of \$100 is reasonable.

The premises consist of a detached single family house. The yard is part of the premises as the tenants enjoy exclusive possession. Therefore the tenants are responsible for maintaining the yard in a reasonable state. In my opinion this would consist primarily of cutting and watering the grass and maintaining the outside areas in a neat condition. Additional tasks such as fertilizing, weeding, pest control, pruning, etc. could be included as obligation in a written tenancy agreement.

The respondents were obviously proud of their yard when they occupied the house, describing it as one of the best in the neighbourhood. They are understandably aggravated by grass and weeds

growing between the concrete slabs of the path or around the perimeter of the driveway or by the fence line. However, in my opinion, the photographs do not suggest a neglect of the basic yard tasks that should be expected from a tenant. Had the parties agreed in writing that additional chores be performed by the tenants to maintain the yard in a more pristine condition, the deductions from the security deposit would perhaps be reasonable. In my opinion the evidence does not suggest that the applicants have not taken reasonable care of the yard. The relief for labour and materials relating to the yard are denied.

The compensation for the damaged bar stool is denied. The applicants testified that the upholstery on the stool was ripped at the commencement of the tenancy and day-to-day use exacerbated the damage. The applicants noted that in their photographs, the stool legs are not damaged. As there is no check-in report to confirm the condition of the stool at the commencement of the tenancy, I cannot conclude that the stool was in good condition at that time.

The respondents have incorrectly calculated the interest due on the security deposit. I calculate the interest due to be \$1.28.

Applying the security deposit and accrued interest to the allowed cleaning costs and the damages to the garage floor, I find an amount due to the applicants of \$1241.48 calculated as follows:

- 6 -

Security deposit	\$1400.00
Interest	1.28
Cleaning	(60.00)
Garage floor	<u>(100.00)</u>
Amount due applicants	\$1241.28

An order shall issue requiring the respondents to return a portion of the retained security deposit to the applicants in the amount of \$1241.28.

Hal Logsdon
Rental Officer