

IN THE MATTER between **CANDACE PARSONS AND KIRK PARSONS**,
Applicants, and **BUENA VISTA PROPERTIES LIMITED**, 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 **INUVIK, NT.**

BETWEEN:

CANDACE PARSONS AND KIRK PARSONS

Applicants/Tenants

- and -

BUENA VISTA PROPERTIES LIMITED

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 18(1)(b) of the *Residential Tenancies Act*, the respondent shall return to the applicant a portion of the retained security deposit in the amount of two hundred sixty dollars (\$260.00).

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of May,
2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **CANDACE PARSONS AND KIRK PARSONS**,
Applicants, and **BUENA VISTA PROPERTIES LIMITED**, 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:

CANDACE PARSONS AND KIRK PARSONS

Applicants/Tenants

-and-

BUENA VISTA PROPERTIES LIMITED

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: May 14, 2013

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Candace Parsons, applicant
Vince Brown, representing the respondent
Dave Tyler, representing the respondent
Barb Kiely, representing the respondent

Date of Decision: May 28, 2013

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on January 28, 2013 when the applicants vacated the rental premises. The respondent issued a security deposit statement deducting cleaning costs (\$780) unspecified repair costs (\$260) and carpet cleaning (\$195) from the security deposit (\$1600) and accrued interest (\$238.24) returning \$603.24 to the applicants.

The applicants disputed the deductions and sought an order requiring the respondent to return the retained portion of the security deposit.

The applicant acknowledged that she failed to clean the premises when she moved out but felt that the hourly rate for the cleaning was excessive. The respondent stated that the hourly rate was in line with local cleaning companies and provided a number of photographs indicating the condition and cleanliness of the premises at the termination of the tenancy agreement.

The applicant stated that she had vacuumed the carpet and believed it was left in a reasonable state of cleanliness. She acknowledged that she had kept a dog in the premises during the term of the agreement.

The applicant also stated that she had not been given a copy of the check out report but acknowledged that an inspection report had been completed. The tenancy agreement commenced on November 1, 2006 prior to the amendment to the *Residential Tenancies Act* making such reports mandatory. Copies of the check-in and check-out reports were provided in evidence by

the respondent. Photographs of the premises were also provided by the respondent in evidence.

Sections 18(7) -18(9) of the *Residential Tenancies Act* sets out the requirement for and form of a security deposit statement if the landlord withholds all or part of a security deposit.

- 18(7) A landlord who intends to withhold all or a portion of a security deposit, a pet security deposit or both shall, within 10 days after the day a tenant vacates or abandons the rental premises,**
- (a) give written notice to the tenant of that intention; and**
 - (b) subject to subsection (9), return the balance of the deposit or deposits to the tenant.**

- 18(8) A notice must include**
- (a) an itemized statement of account for the deposit or deposits;**
 - (b) a final itemized statement of account for any arrears of rent that the landlord is claiming; and**
 - (c) subject to subsection (9), a final itemized statement of account for any repairs that the landlord is claiming.**

- 18(9) A landlord who is unable to determine the correct amount of the cost of repairs within 10 days after the day a tenant vacates or abandons the rental premises, shall**
- (a) include with the notice referred to in subsections (7) and (8) an estimated itemized statement of account for any repairs; and**
 - (b) within 30 days after the day the tenant vacates or abandons the rental premises,**
 - (i) give the tenant a final itemized statement of account for any repairs that the landlord is claiming, and**
 - (ii) return the balance of the deposit or deposits to the tenant.**

The security deposit statement does not itemize repairs nor does the check-out inspection report mention any damages except "door knob damage" in the front entry. The exit report notes "minimal damage". At the hearing the respondent stated that the repairs consisted primarily of wall patching and referred to the photographic evidence which indicated some minor nail holes in the walls.

The inspection reports suggest that these premises had not been painted for at least six years.

Although the check-in inspection notes that the unit was renovated just prior to the commencement of the tenancy agreement it nevertheless notes marks on the walls. In my opinion the degree of minor patching that was required is a normal part of repainting. Given a useful life of paint in residential premises of about 5 years, these premises were due to be painted and the small amount of patching should be considered part of that normal maintenance work.

It is not sufficient to simply claim that the necessary repairs were more than adequate to justify the amount of the security deposit that was retained. The Act requires an *itemized* statement of repairs which in my opinion, implies a listing of each repair and the attendant costs. In my opinion, the respondent has not provided adequate documentation to justify the retention of the repair costs from the security deposit.

In my opinion, the cleaning costs are not unreasonable. Notwithstanding the hourly rate on the statement, the amount of cleaning, as indicated by the photographic evidence justifies the amount claimed.

In my opinion, keeping a dog or cat in the premises justifies the requirement to steam clean the carpets. I find the cost claimed to be reasonable.

In summary, I find the amount of the security deposit and interest that should have been returned to the applicant to be \$863.24. Taking into consideration the amount already returned to the

applicants, an order shall issue requiring the respondent to return an additional \$260, calculated as follows:

Security deposit	\$1600.00
Interest	238.24
Cleaning	(780.00)
Carpet	<u>(195.00)</u>
Due tenant	\$863.24
Less pmt	<u>(603.24)</u>
Order	\$260.00

Hal Logsdon
Rental Officer