

IN THE MATTER between **BRENDA GREEN**, Applicant, and **CORY CARVER AND STEPHANIE FOX**, 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 **YELLOWKNIFE, NT.**

BETWEEN:

**BRENDA GREEN**

Applicant/Landlord

- and -

**CORY CARVER AND STEPHANIE FOX**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair costs in the amount of one thousand four hundred forty one dollars and fifty six cents \$1441.56.
2. Pursuant to section 62(2) of the *Residential Tenancies Act*, the respondents shall pay the applicant compensation for lost rent in the amount of one thousand nine hundred fifty dollars (\$1950.00).

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of June, 2013.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **BRENDA GREEN**, Applicant, and **CORY CARVER AND STEPHANIE FOX**, 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:

**BRENDA GREEN**

Applicant/Landlord

-and-

**CORY CARVER AND STEPHANIE FOX**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** May 28, 2013

**Place of the Hearing:** Yellowknife, NT via teleconference

**Appearances at Hearing:** Brenda Green, applicant  
Cory Carver, respondent  
Stephanie Fox, respondent  
Genevieve Piercey, witness for the respondents.

**Date of Decision:** June 25, 2013

### **REASONS FOR DECISION**

The tenancy agreement between the parties was made for a one year term commencing on April 1, 2012. The respondents notified the applicant by email on January 2, 2013 stating that they would be vacating the premises on January 31, 2013 and would not be paying the January rent.

The respondents vacated the premises on January 31, 2013.

The applicant retained the security deposit and issued a statement on February 18th 2013 indicating a balance owing to the landlord of \$11,691.56

Security deposit	(\$1950.00)
Interest	(8.44)
Rent arrears (January)	1950.00
Loss of February rent	1950.00
Replacement of storm door	500.00
Baseboards, trim, wall repair	600.00
Carpet replacement	500.00
Replace laminate flooring	5340.00
Cleaning	1000.00
Painting	1300.00
Yard clean-up	200.00
Shed clean-up	60.00
Repair front door jamb	<u>250.00</u>
Total owing landlord	\$11,691.56

The applicant sought an order for the repair costs and for compensation for the loss of February's rent.

The respondents stated that there were inspections done at the commencement and the end of the tenancy but there were no reports provided to them despite their requests.

The applicant acknowledged that she had failed to provide the reports and stated that they had somehow been lost. There were no inspection reports available at the hearing but the applicant provided a letter in evidence, dated February 15, 2013 from her agent who conducted the inspection with the respondents. The letter noted that she had observed a small stain on the small bedroom carpet and slight stains on the middle bedroom carpet. She stated that the laminate flooring ,wood trim, exterior doors and the storm door were all in good condition at the commencement of the tenancy. In an email dated April 2, 2012 provided in evidence by the applicant, the agent had stated that "the whole place needs a paint job, the carpets did not appear to be shampooed and were stained." She also noted that there was a "new spot [on the carpet] in the first bedroom...that may have come from the drying fan when the hot water tank blew."

The applicant also provided photographs of the premises which she stated were taken at the end of the tenancy.

The respondents acknowledged that they had stopped payment on the January rent cheque.

The respondents acknowledged that the storm door was missing but questioned the cost of replacement. The applicant provided a quotation from a local supplier to supply and install one aluminum storm door for \$550 plus GST. I find the compensation of \$500 sought by the applicant to be reasonable.

The respondents acknowledged that some of the damage to the baseboards and trim was done by

their two dogs and two cats but argued that these items were somewhat damaged at the commencement of the tenancy. The landlord did not provide any documentation of the costs of this repair and combined it with minor wall repair costs which was similarly undocumented. In my opinion, \$200 is reasonable compensation for the baseboard and trim damage.

The respondents disputed the cleaning costs but acknowledged that they did not clean the oven. They stated that the claimed cleaning costs of \$1000 were excessive for just oven cleaning. The landlord did not provide any documentation regarding the cleaning costs but the photographs of the premises certainly indicate that there was more cleaning required than just the oven. The photographs indicate tape marks on walls, a dirty dryer screen, sticky substances on the counters and flooring, dirty cupboards and pantry and generally dirty walls and floors. In my opinion reasonable compensation for cleaning is \$300.

The respondents acknowledged that the yard was not cleaned up. They stated that when they moved in the yard was also littered with dog faeces and the landlord paid them \$175 to clean it up. They felt that \$175 was reasonable compensation. In my opinion, the landlord's requested relief of \$200 is reasonable.

The respondents acknowledged that the door jamb was damaged during their term as tenants. The photographs indicate significant damage to the door jamb. In my opinion the relief sought of \$250 is reasonable.

The respondents disputed the carpet replacement. The applicant provided a receipt for the replacement of carpet in two bedrooms for a total cost of \$1119.30. The applicant sought compensation for only one bedroom in the amount of \$500 stating that the carpet in that bedroom was only two years old. The photographic evidence does not show much of the carpeted area and the evidence from the landlord's agent indicates that the carpeting in both bedrooms was stained at the commencement of the tenancy. The respondents stated that their pets were not permitted in the room in question and pointed out that the previous tenants also kept pets. In my opinion, there is not sufficient evidence to conclude that the carpets were damaged by the tenants or their pets during the term. The applicant's request for relief is denied.

The applicant sought relief of \$5340 for the replacement of laminate flooring. She stated that the flooring had been damaged by water or urine and provided several photographs of the flooring in different locations. Only one photograph shows damage to the laminate surface although the applicant submitted that damage of that type existed in the living room, kitchen, hallway and master bedroom. A letter from a dealer/installer stated that the damage was typical of damage caused by water or animal urine. Another photograph indicated a sticky substance on the flooring which had to be removed with a razor blade. The flooring had not been replaced at the time of the hearing so there was no evidence regarding the condition of the underlay or the subfloor.

The respondents stated that there was no mention of damage to the laminate flooring at the check-out inspection and speculated that any moisture damage could have been caused by a leaky washer which the landlord failed to repair or the hot water tank that burst during the previous

tenancy. In my opinion, there is not sufficient evidence to conclude that the laminate was damaged throughout the premises or that the damage was caused by the negligence of the respondents. The relief sought by the applicant is denied.

As previously mentioned, the landlord's agent who conducted the inspection at the commencement of the tenancy agreement indicated to the applicant that the premises were in need of paint, throughout. Except for a few minor damages to the walls due to curtain hangers, etc., there does not appear to be any significant repair necessary to the wall surfaces. In my opinion, the evidence suggests that the premises were due for repainting and the current paint was fully depreciated. Therefore the repainting is the responsibility of the applicant and her request for relief is denied.

The respondents stated that the shed was filled with the belongings of the former tenant and they did not use the shed or its contents. Clearly, the removal, storage and disposal of these items is a matter which should have been resolved at the end of the last tenancy. It is not the responsibility of the respondents. The applicant's request for relief is denied.

In the matter of the requested compensation for lost rent, I find the compensation of the February rent of \$1950 to be reasonable. The email notices to the tenants regarding entry by the landlord's agent to show the premises to prospective tenants indicate that the applicant took reasonable steps to mitigate loss. The respondents' emailed notice of January 1, 2013 was not sufficient to terminate the term tenancy agreement on January 31, 2013.

In summary I find reasonable compensation for the damages to be \$1441.56 calculated as follows:

Security deposit	(\$1950.00)
Interest	(8.44)
Rent arrears (January)	1950.00
Replacement of storm door	500.00
Baseboards, trim	200.00
Cleaning	300.00
Yard clean-up	200.00
Repair front door jamb	<u>250.00</u>
Total owing landlord	\$1441.56

An order shall issue requiring the respondents to pay the applicant repair costs of \$1441.56 and compensation for lost rent of \$1950.

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Hal Logsdon  
Rental Officer