

IN THE MATTER between **IVA JENNIE KOZAK-SCHARTNER**, Applicant, and
BRYSON COCHRANE, 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:

IVA JENNIE KOZAK-SCHARTNER

Applicant/Landlord

- and -

BRYSON COCHRANE

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 nine hundred fifty seven dollars and sixty eight cents (\$957.68).

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of July,
2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **IVA JENNIE KOZAK-SCHARTNER**, Applicant, and
BRYSON COCHRANE, 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:

IVA JENNIE KOZAK-SCHARTNER

Applicant/Landlord

-and-

BRYSON COCHRANE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 7, 2013

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Iva Jennie Kozak-Schartner, applicant

Date of Decision: June 28, 2013

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail which was confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his absence.

The tenancy agreement between the parties was made for a one year term that expired on June 30, 2012. Pursuant to section 49 of the *Residential Tenancies Act*, the tenancy agreement was automatically renewed as a monthly agreement on July 1, 2012. The applicant stated that the respondent vacated the premises on August 26, 2012.

The applicant held a security deposit of \$1650. The applicant retained the security deposit but there is no evidence that a statement of the security deposit and deductions was completed until the application was filed on February 20, 2013. Included with the application was the following statement:

Cleaning	\$1595.32
Carpet and Linoleum (remove and replace)	4635.76
Repair and paint walls	3785.00
Repair bathtub	200.00
Replace sink (remove and replace)	847.07
Personal repairing costs	114.19
Replace locks	99.75
Replace dishwasher and stove	1226.33
Dishwasher plumbing	150.00
Cost of trip	4981.51
Bell Mobility phone bill	<u>391.78</u>
Total damages	\$18026.71
Less damage deposit	<u>-1650.00</u>
Amount owing	\$16,376.71

The applicant sought an order for monetary relief in the amount of \$16,376.71. The applicant provided invoices, quotations and numerous photographs in evidence.

The applicant acknowledged that there was no inspection report done at the commencement of the tenancy agreement although she submitted several photographs which she claimed represented the condition of the premises at the commencement of the tenancy agreement. The applicant also stated that there was no inspection done at the end of the tenancy agreement.

CLEANING

The applicant provided numerous photographs of the premises which clearly indicated that the premises were left in a very unclean condition. The applicant provided several invoices for cleaning costs plus her own costs for cleaning the premises. I find the cost of \$1595.32 to be reasonable given the filthy condition of the premises.

CARPET AND LINOLEUM REPLACEMENT

The photographic evidence clearly indicates that the carpets were ruined. The photographs taken before the tenancy commenced show carpeting that appears to be in much better condition. The applicant stated that the carpeting was approximately 25 years old. Carpeting in rental premises has an average life expectancy of 10-15 years.

Therefore, regardless of the condition of the carpet or the damages inflicted on it by the respondent, the depreciated value of the carpet is zero.

The photographs of the linoleum indicate that it is burned in places and stained. There are no photographs of the linoleum at the commencement of the tenancy for comparison. The applicant stated that the linoleum was also 25 years old. The useful life of linoleum is usually considered to be 25 years. Therefore notwithstanding the condition of the linoleum at the end of the tenancy, the applicant has enjoyed it's full useful life and it's depreciated value is zero. As well, without any evidence as to the condition of the linoleum at the commencement of the tenancy, it can not be established that the damage occurred during the term of the respondent's tenancy. The applicant's request for relief of \$4635.76 is therefore denied.

REPAIR AND PAINT WALLS

The applicant did not know when the premises were last painted but it is clear from the photographs taken prior to the commencement of the tenancy that the walls may have required painting at that time as the stud lines were clearly visible on the exterior wall surfaces. The useful life of paint in rental premises is normally about 5 years and the condition of the walls at the commencement suggest that the paint was at or near the end of it's useful life.

Several photos taken at the end of the tenancy show small cracks in the wall and ceiling surfaces but without a check-in inspection report, it is not possible to tell if these are the result of the tenant's negligence or were pre-existing. The applicant's request for relief of \$3785 is denied.

REPAIR BATHTUB

The caulking around the access panel to the Jacuzzi tub has been damaged and the access panel is not secured. The photographs of the tub taken at the commencement of the tenancy indicate that this area was in good condition. In my opinion, the repair cost of \$200 sought by the applicant is reasonable.

REPLACE SINK

The applicant claimed that the kitchen sink was clogged and stained and had to be replaced. A photograph of the sink at the commencement of the tenancy agreement shows a sink in good condition. One photograph taken at the end of the tenancy agreement shows the sink full of standing water with a yellowish oily substance floating on the surface. The sink, itself however does not appear stained or damaged. Another photo shows the sink emptied of water with a yellowish colouration remaining. The applicant acknowledged that the photograph was taken before the sink was cleaned but submitted that there were still stains after cleaning. The applicant stated that she had another photograph of the sink after it had been cleaned and was given an opportunity to submit it after the hearing. She failed to do so. Based on the photographic evidence I cannot find that the sink was damaged. The relief sought of \$847.07 is denied.

PERSONAL REPAIRING COSTS

The applicant provided receipts for small items and cleaning products required totalling \$114.19. I find the items necessary to undertake the approved repairs and find the costs

reasonable.

REPLACE LOCKS

The applicant stated that the locks were not damaged and that the keys were returned after the tenancy ended. She stated that she replaced the locks for general security of the premises in case duplicate keys had been made. Tenants are responsible for repairs of damages. There is no provision in the Act for a tenant to pay for the replacement of locks unless the locking system has been damaged or the keys issued to the tenant have not been returned. The applicant's request for relief of \$99.75 is denied.

REPLACE DISHWASHER AND STOVE

The applicant discovered the dishwasher inoperative and leaking at the end of the tenancy and had a serviceman check the appliance. The serviceman noted that the main seal was faulty and the motor had to be replaced. He recommended repair or replacement as equally cost-effective remedies. A photograph of the dishwasher showed it full of debris including shards of glass which no doubt contributed directly to the failure of the appliance. I find the costs associated with the replacement of the dishwasher to be as follows:

Inspection	\$150
Dishwasher	399
Plumbing costs	<u>150</u>
Total	\$699

The applicant stated that the stove was filthy but it did clean up well. She stated that she

did not test it for proper operation after cleaning it but later had a complaint from the new tenants that it wasn't working well. Emails submitted in evidence indicate that the new tenants took possession in October, 2012 and only reported that the stove was having unspecified problems in December, 2012. The evidence does not support the applicant's allegation that the stove was damaged by the respondent other than leaving it dirty. The applicant's request for relief for the stove replacement is denied.

COST OF TRIP/CELL PHONE EXPENSES

The applicant resides in Calgary, Alberta and seeks relief for her travel expenses to Yellowknife and her phone bills to attend to her property. These costs, in my opinion, are property management costs which every landlord assumes as a cost of doing business. It is normal overhead in the business of property management and not directly related to the breach of the tenant. The applicant's request for relief is denied.

In summary, I find the respondent in breach of his obligation to repair damages to the premises and to leave the premises in a state of reasonable cleanliness. Taking into consideration the retained security deposit and accrued interest, I find reasonable compensation to be \$957.68 calculated as follows:

Security deposit	(\$1650.00)
Interest	(.83)
Cleaning	1595.32
Bathtub repair	200.00
Misc. repair material	114.19
Dishwasher	<u>699.00</u>
Amount due applicant	\$957.68

An order shall issue requiring the respondent to pay the applicant repair and cleaning costs of \$957.68.

Hal Logsdon
Rental Officer