

IN THE MATTER between **RICK MADDEAUX AND MOIRA YOUNG**, Applicants,
and **MARILYN MORRISON**, 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,
regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

RICK MADDEAUX AND MOIRA YOUNG

Applicants/Landlords

- and -

MARILYN MORRISON

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs related to the repair of tenant damages to the premises in the amount of five hundred fifty four dollars and twenty three cents (\$554.23).

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of June,
2004.

Hal Logsdon
Rental Officer

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BETWEEN:

RICK MADDEAUX AND MOIRA YOUNG

Applicants/Landlords

-and-

MARILYN MORRISON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 29, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Rick Maddeaux, applicant
Moira Young, applicant
Marilyn Morrison, respondent

Date of Decision: July 6, 2004

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on April 30, 2004. Following the termination of the tenancy agreement, the applicant prepared a statement of the security deposit showing repair costs in excess of the security deposit and interest and seeking payment of the difference of \$1248.16. An application to a rental officer was filed by the applicant on June 1, 2004 seeking an order requiring the respondent to pay the applicant the repair costs.

The applicants testified that the fire department had forced the door to the premises after a pot was left on the stove and the respondent had left the premises. The applicants claimed replacement costs for the door and the damaged stove burner. The applicants also alleged that the kitchen linoleum had been stained and required replacement. The applicants also claimed repair costs related to the repair of small holes in the wall, a burn in the carpet and a hole in the bathroom linoleum. The applicants testified that the rear storm door latch had been removed causing the storm door to come off the hinges and that the kitchen counter had been burned. The applicants claimed replacement costs for the storm door and counter. The applicants also claimed that the sweep to the storm door had been damaged and sought replacement costs for the sweep.

The applicants provided photographs of most of the damaged areas as well as an inspection report. It should be noted that the applicants purchased the premises after the commencement of the tenancy agreement. The parties entered into a new tenancy agreement and signed a new inspection report on September 3, 2003. The applicants also provided written quotes for the

repair work.

The respondent did not dispute that the damages to the front door, stove kitchen linoleum, carpet, counter, or wall were her responsibility to repair. She did feel that the replacement of the front door was unnecessary and provided a quotation for the repair of the door, which she thought was more appropriate. The applicants did not agree, stating that the metal casing would detract from the appearance of the door. The respondent also denied that she had damaged the bathroom linoleum, stating that a workman, contracted by the landlord had dropped a tool on the floor, making the hole. She stated that she had overlooked the damage when she signed the inspection report with the applicants. The respondent also denied that she had removed the latch to the storm door stating that she had reported the door problem to the landlord who had failed to repair it. She also stated that she felt the replacement cost for the counter was excessive and produced a quote for approximately \$60 less than the quote provided by the applicant. She also stated that the sweep on the storm door was damaged when the wind caught the door, damaging the sweep on a snowbank.

In the matter of the front door, I agree with the applicants that the repair of the door would significantly detract from the appearance. I find the replacement costs reasonable but shall deduct the cost of the sweep (which I presume is for the storm door) as I feel this is normal wear and tear. Unfortunately, these plastic sweeps do not hold up well under our cold conditions and are easily cracked. Few last more than a few winters before they require replacement. I also find the replacement costs of the stove burner, drip pan and counter and the repair costs of the carpet burn

and wall repair reasonable. In the matter of the counter replacement, the respondent may have found a less expensive quote but she also had the opportunity to replace the counter herself, prior to the termination of the tenancy with a contractor of her choice. In my opinion, the fact that the respondent found a slightly lower price does not make the applicant's cost unreasonable.

In the matter of the kitchen linoleum, the applicants stated that the linoleum was new when the tenant took possession, Given a useful life of 10 years, the depreciated value should be \$1027.57, based on 19 months of occupancy, rather than the full replacement cost.

The applicants' claim for the replacement cost of the rear storm door is denied. The testimony of the tenant indicates that the landlord was advised of the latch problem. Had it been repaired by the landlord, the door may not have been damaged. The evidence does not suggest that the door was damaged through the negligence of the tenant.

I find the respondent breached her obligation to repair damages to the premises which were caused by her negligence. Taking into consideration the retained security deposit and interest, I find the repair costs owing to the landlord to be \$554.23 calculated as follows:

Security Deposit & Interest	\$1370.46
Door replacement (less sweep)	(454.14)
Stove burner & drip pan	(37.96)
Kitchen linoleum	(1027.57)
Carpet repair	(128.40)
Counter replacement	(211.62)
Wall repair	<u>(65.00)</u>
Amount owing applicants	\$554.23

An order shall issue requiring the respondent to pay the applicant repair costs in the amount of \$554.23.

Hal Logsdon
Rental Officer