

IN THE MATTER between **LEW DELANEY**, Applicant, and **ED FORTMAN**,
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:

LEW DELANEY

Applicant/Landlord

- and -

ED FORTMAN

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 compensation for damaged furnishings in the amount of three hundred eighty five dollars and sixteen cents (\$385.16).

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of
November, 2005.

Hal Logsdon
Rental Officer

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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act");

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BETWEEN:

LEW DELANEY

Applicant/Tenant

-and-

ED FORTMAN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 24, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lew Delaney, applicant

Date of Decision: November 24, 2005

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on November 17, 2005, but failed to appear at the hearing. The hearing was held in his absence.

The applicant alleged that the respondent had damaged a mattress and box springs and sought compensation for the replacement of those furnishings. The applicant stated that the mattress and box springs were damaged beyond repair and had to be replaced. He provided a receipt for the replacement of the items indicating costs of \$481.45.

The premises are a furnished room. The tenancy agreement has been terminated and the applicant testified that he does not hold a security deposit. The applicant indicated that the items were three years old.

From the applicant's testimony I find the items were damaged by the tenant and not normal wear and tear. The replacement costs are reasonable. Taking into account that the landlord has enjoyed three years of the furnishings and, assuming a fifteen year life of the items, I find the depreciated value to be \$385.16, which is 80% of the replacement cost.

An order will issue requiring the respondent to pay the applicant compensation for the damaged furnishings in the amount of \$385.16.

Hal Logsdon
Rental Officer