

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,
and **TRAVIS J. LUKE**, 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:

SHELTER CANADIAN PROPERTIES LTD.

Applicant/Landlord

- and -

TRAVIS J. LUKE

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 costs in the amount of five hundred twenty six dollars and thirty seven cents (\$526.37).

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of March,
2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,
and **TRAVIS J. LUKE**, 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:

SHELTER CANADIAN PROPERTIES LTD.

Applicant/Landlord

-and-

TRAVIS J. LUKE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 28, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trudy Spence, representing the applicant

Date of Decision: March 7, 2006

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to the usual address of the respondent. The respondent failed to appear at the hearing and the hearing was held in his absence.

The tenancy agreement between the parties was terminated on January 30, 2006 when the respondent vacated the premises. The applicant retained the security deposit and accrued interest of \$1336.95 and issued a statement of the security deposit in accordance with the *Residential Tenancies Act*. The statement was provided in evidence along with invoices and photographs of the premises. It should be noted that the respondent is the assignee of this tenancy agreement. The applicant stated that the right to the security deposit was also assigned by the original tenant to the respondent.

The applicant deducted \$175 for general cleaning of the premises, \$200 for the patching and painting of a wall and \$2172.10 for the replacement of the carpet. The applicant noted that the respondent had a rent credit of \$5.00, bringing the balance owing to the landlord of \$1205.15. The applicant sought an order requiring the respondent to pay the applicant \$1205.15.

The photographs indicate the need for general cleaning and considerable damage to the carpet. The applicant testified that the carpet was 2.5 years old.

I find the statement in order and find the repair costs to be reasonable with the exception of the carpet replacement. In my opinion, the full cost of the carpet replacement should not be charged to the respondent as the applicant has already enjoyed 2.5 years of it's useful life which I determine to be 8 years. I find the depreciated cost of the carpet to be \$1493.32.

Taking into consideration the adjustment for the depreciated cost of the carpet I find the amount payable to the applicant to be \$526.37 calculated as follows:

Security deposit and interest	\$1336.95
Rent credit	5.00
Cleaning	(175.00)
Patch/paint wall	(200.00)
Carpet replacement	<u>(1493.32)</u>
Amount owing applicant	\$526.37

I find the respondent in breach of his obligation to repair tenant damage to the premises. An order shall issue requiring the respondent to pay the applicant repair costs in the amount of \$526.37.

Hal Logsdon
Rental Officer