

IN THE MATTER between **THE EXECUTIVE LIMITED**, Applicant, and **BRAD BAKER**, 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:

THE EXECUTIVE LIMITED

Applicant/Landlord

- and -

BRAD BAKER

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of June, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **THE EXECUTIVE LIMITED**, Applicant, and **BRAD BAKER**, 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:

THE EXECUTIVE LIMITED

Applicant/Landlord

-and-

BRAD BAKER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 13, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Leilani R. De Guzman, representing the applicant

Date of Decision: June 15, 2006

REASONS FOR DECISION

The respondent was personally served with a Notice of Attendance on June 1, 2006 but failed to appear at the hearing. The hearing was held in his absence.

The tenancy agreement between the parties was terminated on or about April 30, 2006. The applicant stated that the landlord had demanded and received full payment for rent arrears and carpet cleaning. The applicant also stated that the landlord had demanded repair costs for a hole in the bedroom wall but the respondent had failed to pay the \$160.50 charged for the repair.

The applicant stated that the hole was apparently for the routing of a television or computer cable to the bedroom and was approximately the size of such a cable. The applicant stated that the cable routing should not go through the wall. She also stated that the tenant intended to patch the hole if it was unacceptable but was not permitted to undertake the repair himself.

I note that the inspection report indicates 32 nail holes in other walls in the premises both at the commencement and the termination of the tenancy as well as an area of peeling paint in the bedroom. I also note that the invoice for \$160.52 describes the work done as "Repair holes and paint walls including materials and labour", implying that more than one hole in more than one wall were repaired and painted.

Notwithstanding the size of the repaired hole, the cost to repair it (which seems to be quite high),

the general condition of other walls in the premises, or the fact the tenant was not permitted to repair the hole, in my opinion, a hole made for the installation of a television, computer or telephone is not damage unless it is excessively large, or inappropriately located. I can not see how such a cable could be supplied to the bedroom without penetrating the wall and there is no evidence to indicate that the installation hole was improperly done. It is not unusual to have a television, telephone or computer in the bedroom and, in my opinion, a tenant should be entitled to install cables for such items provided they are done properly. For these reasons, the application shall be dismissed.

Hal Logsdon
Rental Officer