

IN THE MATTER between **NIHJAA PROPERTIES LTD.**, Applicant, and
CHRISTOPHER KIPLING, 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 **INUVIK, NT.**

BETWEEN:

NIHJAA PROPERTIES LTD.

Applicant/Landlord

- and -

CHRISTOPHER KIPLING

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 three thousand six hundred eighty one dollars and thirty two cents (\$3681.32).

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of April,
2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **NIHJAA PROPERTIES LTD.**, Applicant, and
CHRISTOPHER KIPLING, Respondent.

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BETWEEN:

NIHJAA PROPERTIES LTD.

Applicant/Landlord

-and-

CHRISTOPHER KIPLING

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 28, 2006

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Chris Manuel, representing the applicant

Date of Decision: April 12, 2006

REASONS FOR DECISION

The respondent was served with a Notice of Attendance by registered mail to the last known 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 or about January 31, 2006 when the respondent vacated the rental premises. The applicant retained the security deposit applying it to repair and cleaning costs. The applicant sought an order requiring the respondent to pay repair and cleaning costs in excess of the deposit in the amount of \$4440.05.

The respondent did not complete a statement of the security deposit in accordance with section 18(3) of the *Residential Tenancies Act* but provided invoices for repairs and cleaning and an inspection report indicating the condition of the premises at the end of the tenancy agreement.

The respondent stated that the living room and bedroom carpet had to be replaced due to damage at a cost of \$850 plus GST. The applicant stated that the carpet was 4 years old. In my opinion, the applicant had already enjoyed 50% of the useful life of the carpet and the depreciated replacement cost of \$425 is reasonable compensation.

I find the remainder of the cleaning and repair costs reasonable and find the respondent in breach of his obligation to repair damages to the premises and to leave the premises in a reasonable state

of cleanliness. After the application of the security deposit and interest, I find the remaining costs of cleaning and repair to be \$3681.32, calculated as follows:

Security deposit	\$300.00
Interest	4.43
Carpet replacement	(425.00)
Wall repair	(1800.00)
Cleaning	(1260.00)
Hall cleaning	(240.00)
GST	<u>(260.75)</u>
Amount due applicant	\$3681.32

An order shall issue requiring the respondent to pay the applicant cleaning and repair costs in the amount of \$3681.32.

Hal Logsdon
Rental Officer