

IN THE MATTER between **DOROTHY CARTER**, Applicant, and **POLAR DEVELOPMENTS LTD.**, 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:

**DOROTHY CARTER**

Applicant/Tenant

- and -

**POLAR DEVELOPMENTS LTD.**

Respondent/Landlord

**ORDER**

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of April, 2007.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **DOROTHY CARTER**, Applicant, and **POLAR DEVELOPMENTS LTD.**, 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:

**DOROTHY CARTER**

Applicant/Tenant

-and-

**POLAR DEVELOPMENTS LTD.**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** April 12, 2007

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Gail Leonardis, representing the applicant  
Karen McLeod, representing the respondent

**Date of Decision:** April 27, 2007

### **REASONS FOR DECISION**

The tenancy agreement between the parties was terminated on January 31, 2007 by notice of the tenant. The respondent retained a portion of the security deposit and accrued interest, returning the balance to the applicant. A statement of the security deposit and deductions was issued by the respondent in accordance with section 18 of the *Residential Tenancies Act*. The applicant's representative disputed the deductions and filed an application seeking determination of the matter by a rental officer.

The deductions from the security deposit are as follows:

1. Replacement of carpet in bedroom due to a scorch mark (\$534.03)
2. Patching and painting several holes in the walls due to installation of anchor bolts, patching and painting several holes in melamine cabinets, patching and painting cracks in baseboard caused by installation of a cable with cable staples and removal of a push-switch and doorbell mechanism and repair of the holes used to mount the device. (6 hours @\$40/hour - \$240) These repairs were not individually itemised as to cost.
3. Replacement of range hood filter - \$5

The applicant's representative did not dispute that the bedroom carpet had been damaged during the tenancy, probably by a hot iron, but wanted assurance that the carpet was replaced. The respondent testified that it had been replaced and noted that the replacement cost had been prorated based on a useful life of 15 years. I find the repair was made necessary due to

negligence and although the useful life is somewhat higher than the average, I recognize that these premises are at the high end of the Yellowknife market and finished with above average quality materials. In my opinion, the compensation requested by the respondent is reasonable.

The various wall, cabinet and baseboard repairs and the removal of the doorbell were documented with photographs submitted by the respondent in evidence. The applicant's representative acknowledged that they were fair representations of the alleged damages. The applicant's representative stated that in her opinion, the cost of the repairs were excessive and should not have taken more than a hour to repair. The applicant's representative testified that the installation of the doorbell was approved by the landlord and provided some handwritten notes made by her late father in evidence. The applicant's representative stated that the notes indicate that the landlord had approved of the installation of the door bell.

The respondent noted that article G of the written tenancy agreement requires the written approval of the landlord for any alterations to the premises and stated that she was unaware of any approval having been given in writing.

Normal wear and tear results from the normal deterioration of items over time through normal use and very minor dings and marks which would normally be expected to occur in the course of everyday living but are not the result of negligence.

The use of small picture hooks is normally considered normal wear and tear unless the number of holes in the wall is excessive. The photographs indicate much larger holes which appear to have been made due to the installation of wall anchors. The use of these types of fasteners, in my opinion, do not constitute normal wear and tear. The holes in the melamine cabinets appear to have been used to secure accessories to the cabinets. They have left unsightly holes in the cabinets which, in my opinion, do not constitute normal wear and tear. Similarly, the staples used to secure a cable to the baseboard has resulted in the splitting of the baseboard which in my opinion, does not constitute normal wear and tear.

The tenancy agreement requires the written permission of the landlord prior to making alterations. While there is evidence that the applicant may have spoken to the landlord and received such authority, there is no evidence that the permission was given in writing.

In the matter of costs for the repairs, while it is true that each is very minor in nature, the requirement of 6 hours to repair them all is not, in my opinion, excessive.

The applicant did not dispute the replacement of the range hood filter.

In my opinion, the repairs listed on the respondent's security deposit statement were made necessary due to the negligence of the tenant and are not the result of normal wear and tear. I find the costs reasonable. Consequently, I find the deductions made from the security deposit by the respondent to be justified and shall dismiss the application.

---

Hal Logsdon  
Rental Officer