

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,  
and **ROBERT NITSIZA AND ALBINA NITSIZA**, Respondents;

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 -

**ROBERT NITSIZA AND ALBINA NITSIZA**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair and cleaning costs in the amount of one thousand four hundred ninety four dollars and forty nine cents (\$1494.49)

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of May,  
2007.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,  
and **ROBERT NITSIZA AND ALBINA NITSIZA**, Respondents.

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BETWEEN:

**SHELTER CANADIAN PROPERTIES LTD.**

Applicant/Landlord

-and-

**ROBERT NITSIZA AND ALBINA NITSIZA**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** May 22, 2007

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

**Appearances at Hearing:** Trudy Spence, representing the applicant

**Date of Decision:** May 25, 2007

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance sent by registered mail to the rental premises. The respondents failed to appear at the hearing and the hearing was held in their absence.

The tenancy agreement between the parties was terminated on February 6, 2007 when the respondents vacated the premises. The applicant retained the security deposit and interest and issued a statement of the security deposit and deductions in accordance with section 18 of the *Residential Tenancies Act*. The applicant sought an order requiring the respondents to pay rent arrears, repair and cleaning costs, legal costs and registered mail costs in excess of the security deposit and interest as follows:

Security deposit	\$1400.00
Interest	55.52
Rent arrears	(450.00)
General cleaning	(381.60)
Carpet replacement	(2210.10)
Lock change	(129.32)
Legal costs	(1533.68)
Registered mail costs	<u>(8.53)</u>
Order sought	\$3257.71

The applicant testified that the premises were not in a reasonably clean condition at the termination of the tenancy and the carpets were badly stained. Photographs of the premises were provided in evidence. The applicant stated that the carpets had to be replaced and were one year old. The cost of the carpet replacement is the full replacement cost.

The applicant stated that the respondents failed to vacate the premises as ordered (File #10-9361, filed on January 23, 2007) requiring the services of a lawyer to seek an eviction order. Although the respondents gave up possession before an order was obtained, the applicant stated that they incurred legal costs of \$1542.21. The applicant also claimed registered mail costs related to service of documents.

I find the rent arrears, general cleaning costs and lock change costs to be reasonable. As the applicant has enjoyed one year of the carpet's useful life of ten years, reasonable compensation is 90% of the replacement cost or \$1989.09.

In the matter of legal costs and mailing costs, these are, in my opinion, a cost of doing business and not the direct result of a specific breach by the respondents. The relief requested by the applicant is therefore denied.

Adjusting the carpet cleaning costs and applying the security deposit and accrued interest first to rent arrears I find cleaning and repair costs to be \$1494.49, calculated as follows:

Security deposit	\$1400.00
Interest	55.52
Rent arrears	(450.00)
General cleaning	(381.60)
Carpet replacement	(1989.09)
Lock change	<u>(129.32)</u>
Amount due applicant	\$1494.49

An order shall issue requiring the respondent to pay the applicant repair and cleaning costs in the

amount of \$1494.49.

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Hal Logsdon  
Rental Officer