

IN THE MATTER between **CAROL OVAYUAK**, Applicant, and **G.B.H. HOLDINGS 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 **INUVIK, NT.**

BETWEEN:

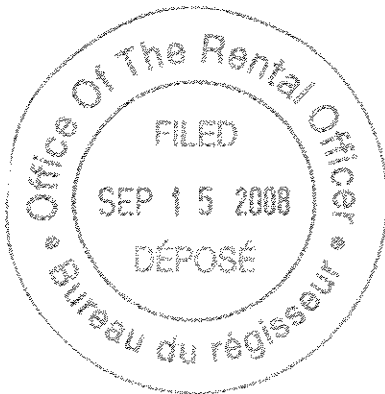
CAROL OVAYUAK

Applicant/Tenant

- and -

G.B.H. HOLDINGS LTD.

Respondent/Landlord




ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 18(5) of the *Residential Tenancies Act*, the respondent shall return a portion of the retained security deposit to the applicant in the amount of six hundred thirty three dollars and ninety cents (\$633.90).

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of September, 2008.



Hal Logsdon
Rental Officer

IN THE MATTER between **CAROL OVAYUAK**, Applicant, and **G.B.H. HOLDINGS LTD.**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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BETWEEN:

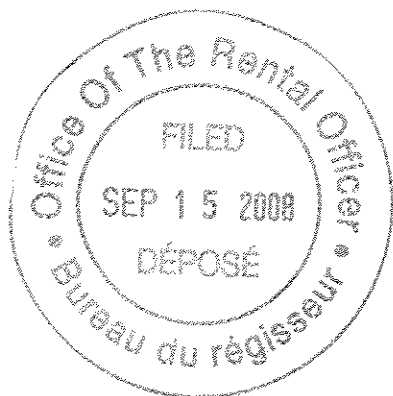
CAROL OVAYUAK

Applicant/Tenant

-and-

G.B.H. HOLDINGS LTD.

Respondent/Landlord



REASONS FOR DECISION

Date of the Hearing: September 10, 2008

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Carol Ovayuak, applicant
Lois Katherins, representing the respondent

Date of Decision: September 15, 2008

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on or about June 30, 2008. The respondent retained the security deposit (\$1200) and accrued interest (\$45.90) applying costs of patching and painting the apartment (\$1500) resulting in a balance owing to the respondent in the amount of \$254.10. The applicant disputed the deductions and sought an order requiring the respondent to return the retained security deposit and interest.

The applicant testified that the damage to the apartment consisted of two small holes in a wall which were caused by persons who entered the premises without her permission. She stated that two persons who were known to her entered the apartment late at night while she was sleeping on the couch and commenced fighting which resulted in the damages to the wall. The applicant stated that she did not let them into the building because her cell phone does not activate the buzzer system on the front door and she did not open the door to the apartment or permit them to enter the apartment. The applicant stated that the door to her apartment was closed but not locked.

The respondent acknowledged that the applicant's cell phone would not activate the door to the building. The respondent stated that the holes in the wall were the size of volley balls and required the replacement of a full panel of drywall. The respondent stated that the premises were repainted less than one year before the termination of the tenancy agreement.

I find it hard to believe that two persons entered the applicant's apartment fighting and commenced to damage the wall before the applicant could take any action to prevent the damage. I also question why the applicant would not secure her apartment door at a late hour of the night. While it may be the case that the two individuals who entered the apartment did so without the express permission of the tenant, I do not believe that the individuals simply barged into the apartment fighting with each other, damaging the apartment. In my opinion, the applicant is responsible for the damages done to the premises which appear to be more than just a couple of small holes in the wall.

I find the applicant in breach of her obligation to repair the damages but find the repainting of the entire premises unnecessary. The submitted invoice does not itemize the work but in my opinion, 50% of the total invoice is reasonable for the repair and repainting of the damaged area. The tenancy was only for approximately 10 months and there is no evidence that the apartment was in need of repainting except for the damaged wall section. Assuming that the useful life of residential paint in a rental premises is approximately five years, the painting costs should be depreciated by 20%. I find reasonable costs of repairing the damaged wall section to be \$612 calculated as follows:

50% of invoice	\$764.50
depreciated costs (20%)	\$612.00

An order shall issue requiring the respondent to return a portion of the retained security deposit in the amount of \$633.90 calculated as follows:

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Security deposit	\$1200.00
Interest	45.90
Repairs	<u>(612.00)</u>
Amount due applicant	\$633.90



Hal Logsdon
Rental Officer