

IN THE MATTER between **GREENWAY REALTY LTD.**, Applicant, and **DELMAR SANDERSON**, 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 **HAY RIVER, NT.**

BETWEEN:

GREENWAY REALTY LTD.

Applicant/Landlord

- and -

DELMAR SANDERSON

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of eight hundred dollars (\$800.00).
2. Pursuant to section 42(3)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant cleaning and repair costs in the amount of four hundred twenty five dollars and fifty two cents (\$425.52).

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of March, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **GREENWAY REALTY LTD.**, Applicant, and **DELMAR SANDERSON**, 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:

GREENWAY REALTY LTD.

Applicant/Landlord

-and-

DELMAR SANDERSON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **March 13, 2008**

Place of the Hearing: **Hay River, NT via teleconference**

Appearances at Hearing: **Patricia Kay, representing the applicant**

Date of Decision: **March 25, 2008**

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises. The respondent failed to appear at the hearing and the hearing was held in his absence.

This matter was originally scheduled to be heard on November 20, 2007. At that hearing the applicant stated that the respondent had vacated the premises on November 19, 2007. The matter was adjourned sine die to permit the applicant time to inspect the premises and prepare a security deposit statement.

The applicant filed a statement of the security deposit and the matter was heard on March 13, 2008. The applicant stated that they had served the statement of the security deposit on the respondent by registered mail at his last known address and the statement had not been returned.

The applicant provided photographs of the rental premises in evidence. The applicant retained the security deposit (\$650) and interest (\$69.48) applying it against rent arrears for October, 2007 (\$800), replacement of the carpet (\$250), patching and painting the premises (\$800), replacement of four dining room chairs (\$200), replacement of a TV stand (\$100), replacement of a window blind (\$50), repair of a fridge tray (\$50), changing the locks (\$50), general cleaning (\$200) and replacement of a thermostat (\$45). The applicant stated that the costs were estimates based on new full replacement costs.

The applicant testified that the parties had signed a condition report at the commencement of the tenancy on August 25, 2004 indicating that the premises were in good condition with no damages as they had just been renovated. The photographic evidence taken at the end of the tenancy indicates a very badly stained carpet, broken furniture, a broken blind, damage to the refrigerator trays and thermostat. The applicant testified that the premises required considerable cleaning and that the respondent failed to return all of the keys, making a lock change necessary.

The applicant testified that the rent for October, 2007 was not paid.

I find the items deducted from the security deposit statement to be reasonable but find the costs for some items to be unreasonable. Carpets, painting and furniture all have a useful life and it is not always reasonable to charge the full replacement costs if the item is damaged, depending on its age. Carpets in residential premises have an average useful life of 10 years. The carpets in the premises were 3 years old. Therefore the depreciated value is 70% of the replacement cost. Most furniture has the same useful life. Painting in apartments has a useful life of 5 years, therefore the depreciated value of new paint for these premises should be 40% of the total cost. The applicant could not segregate the painting and patching costs so I have considered \$700 of the cost to be for painting and \$100 of the cost for patching.

Considering the depreciated values and applying the retained security deposit and interest first to repairs and cleaning, I find rent arrears of \$800 and repair costs of \$425.52 calculated as follows:

Security deposit	\$650.00
Interest	69.48
Carpet replacement	(175.00)
Painting	(280.00)
Patching	(100.00)
Furniture replacement	(245.00)
Fridge repair	(50.00)
Lock change	(50.00)
General cleaning	(200.00)
Thermostat replacement	<u>(45.00)</u>
Repair costs due applicant	\$425.52
Rent arrears due applicant	<u>800.00</u>
Total due applicant	\$1225.52

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$800 and cleaning and repair costs in the amount of \$425.52.

Hal Logsdon
Rental Officer