

IN THE MATTER between **POLAR DEVELOPMENTS LTD.**, Applicant, and
CHRISTINA PATRICK, 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:

POLAR DEVELOPMENTS LTD.

Applicant/Landlord

- and -

CHRISTINA PATRICK

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 43(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair and cleaning costs in the amount of nine hundred seventy eight dollars and ninety cents (\$978.90).
2. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of five hundred fifty nine dollars and seven cents (\$559.07)
3. Pursuant to section 62(2) of the *Residential Tenancies Act*, the respondent shall pay the

applicant compensation for lost rent in the amount of six hundred thirty eight dollars and ninety three cents (\$638.93).

DATED at the City of Yellowknife, in the Northwest Territories this 31st day of December, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **POLAR DEVELOPMENTS LTD.**, Applicant, and
CHRISTINA PATRICK, 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:

POLAR DEVELOPMENTS LTD.

Applicant/Landlord

-and-

CHRISTINA PATRICK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 18, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Karen McLeod, representing the applicant
Christina Patrick, respondent
Mark Patrick, witness for the respondent

Date of Decision: December 31, 2007

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on September 14, 2007 when the respondent gave up possession of the premises. The applicant retained the security deposit and accrued interest and issued a statement dated September 30, 2007. The applicant now seeks an order requiring the respondent to pay cleaning costs and rent arrears in excess of the retained security deposit and compensation for lost rent.

The applicant provided the statement of the security deposit in evidence which indicated outstanding rent for September, 2007 (\$1198), general cleaning costs (\$200), carpet replacement (\$1086.87), repairs and painting to suite and balcony (\$460) and replacement of the kitchen counter (\$641.30) deducted from the retained security deposit and interest (\$1013.65), resulting in a balance owing to the applicant in the amount of \$2572.52. Quotations from contractors and photographs of the premises were provided in evidence by the applicant.

The applicant and respondent agreed that no mutual agreement in writing had been made by the parties to terminate the tenancy agreement. The applicant testified that they completed the repairs to the premises as soon as possible and re-rented the premises on October 1, 2007.

The respondent disputed the allegations. The respondent stated that the premises did not require the amount of cleaning claimed by the applicant. The respondent also disputed the requirement to replace the carpet, stating that the carpet in the bedroom was not damaged. The respondent

disputed the costs of repairs and painting to the balcony, stating that the damage caused by a fire was minor. The respondent disputed the alleged stains on the kitchen counter. The respondent noted that the statement of the security deposit was not provided to her within 10 days as required by section 18 of the *Residential Tenancies Act*. The respondent also noted that although she was present at the final inspection, the landlord did not require her to sign the inspection report and prevented her from seeing it. She questioned when the photographs were taken, stating that she did not observe any camera at the final inspection. The respondent's witness testified that there was minimal damage from the balcony fire and that the walls, bedroom carpet and counter top were not damaged.

Although section 18 of the Act requires that a landlord complete a statement of the security deposit or an estimated statement of the security deposit within 10 days of the termination of the tenancy agreement, in my opinion, the failure to do so does not disqualify a landlord from seeking relief. There is no requirement for a tenant to be present at the final inspection of the premises or to sign any inspection report. Although I find it unusual for a landlord to conceal the inspection report from a tenant at the inspection, I find no breach of any obligation contained in the Act or the tenancy agreement in that regard.

Although the photographs are not dated, I find no reason to doubt the applicant's testimony that they are photographs of the apartment in question and that they were taken at the final inspection. The photographic evidence clearly indicates that the premises were not left in a reasonably clean condition. I find the cleaning costs reasonable.

The photographs indicate that the carpet was badly stained. The applicant stated that prior to replacing the carpet, it was cleaned but the cleaning did not remove the stains. The cost to replace the carpet does not include the bedroom carpet. The applicant has depreciated the replacement costs based on a fifteen year life expectancy of the carpet. Normal grade carpet in rental premises has a ten year life expectancy. The carpet is not a premium grade and, in my opinion, should not be depreciated on a fifteen year life expectancy. Adjusting the depreciated replacement costs, I find reasonable compensation to be \$691.25.

The photographic evidence supports both the need for painting and repairs to the fire-damaged balcony and the replacement of the counter top. I find the repair costs reasonable.

In the matter of rent I find rent arrears of \$559.07 which represents rent for September 1-14, 2007. In my opinion the applicant took reasonable steps to mitigate the loss of further rent and is entitled to compensation of \$638.93 which represents rent loss for the remainder of September, 2007.

Applying the retained security deposit first to repairs and cleaning I find repair costs of \$978.90 and rent and rent arrears of \$559.07 calculated as follows:

Security deposit	\$999.00
Interest	14.65
General cleaning	(200.00)
Carpet replacement	(691.25)
Repairs & painting	(460.00)
Counter replacement	<u>(641.30)</u>
Net repair cost	\$978.90
Plus rent arrears	<u>559.07</u>
Repair costs and rent arrears	\$1537.97

An order shall issue requiring the respondent to pay the applicant repair and cleaning costs of \$978.90, rent arrears of \$559.07 and compensation for lost rent in the amount of \$638.93.

Hal Logsdon
Rental Officer