

IN THE MATTER between **GREENWAY REALTY LTD.**, Applicant, and **ALLAN SIBBESTON**, 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 -

ALLAN SIBBESTON

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant replacement costs of a damaged couch in the amount of five hundred dollars (\$500.00).

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of April, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **GREENWAY REALTY LTD.**, Applicant, and **ALLAN SIBBESTON**, 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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GREENWAY REALTY LTD.

Applicant/Landlord

-and-

ALLAN SIBBESTON

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	April 22, 2008
<u>Place of the Hearing:</u>	Hay River, NT via teleconference
<u>Appearances at Hearing:</u>	Patricia Kay, representing the applicant Allan Sibbeston, respondent
<u>Date of Decision:</u>	April 28, 2008

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on September 21, 2007 when the respondent vacated the rental premises. The applicant retained the security deposit and made an application to a rental officer to obtain rent arrears in excess of the retained deposit. An order (file #10-9770, filed on November 16, 2007) required the respondent to pay rent arrears in excess of the retained deposit. The applicant now alleges that a couch was damaged by the respondent which was not observed at the termination of the tenancy agreement. The applicant seeks compensation for the damaged couch.

The applicant provided photographs of the couch and replacement prices of comparable couches. The applicant testified that the couch was new at the commencement of the tenancy in August 2006.

The respondent did not dispute that the couch was damaged due to his negligence but disputed that the couch was new at the commencement of the tenancy agreement. He objected to the full replacement value as a measure of damages.

There was no evidence of a condition report outlining the condition of the premises at the commencement of the tenancy agreement. Such a report is required when a landlord requires a security deposit pursuant to section 15 of the *Residential Tenancies Act*. One would expect that any furnishings that were included with the premises would be included in such a report and their

condition noted.

I can not conclude from the evidence that the couch was new at the commencement of the tenancy agreement. As well, since the applicant has not provided any evidence as to the actual price of the couch, I can not conclude that the prices for comparable couches, ranging from \$700 to \$1000 are actually comparable.

There is no question that the respondent damaged the couch. In my opinion, a reasonable value is \$500. An order shall issue requiring the respondent to pay the applicant compensation for the damaged couch in the amount of \$500.

Hal Logsdon
Rental Officer