

IN THE MATTER between **JOHANNA KENNY**, Applicant, and **NORTH SLAVE HOUSING CORPORATION**, 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:

JOHANNA KENNY

Applicant/Tenant

- and -

NORTH SLAVE HOUSING CORPORATION

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of December, 2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **JOHANNA KENNY**, Applicant, and **NORTH SLAVE HOUSING CORPORATION**, 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:

JOHANNA KENNY

Applicant/Tenant

-and-

NORTH SLAVE HOUSING CORPORATION

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: December 9, 2009

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Johanna Kenny, applicant
Roberta Bulmer, representing the respondent

Date of Decision: December 9, 2009

REASONS FOR DECISION

The tenancy agreement was terminated on August 27, 2009 when the applicant vacated the premises. The respondent retained the security deposit (\$400) and accrued interest (\$68.78) applying against replacement of the carpets (\$2333) resulting in a balance owing to the respondent of \$1864.22. The respondent provided the applicant with estimated and final statements.

The applicant disputed the retention of the security deposit on the basis that the carpet was not new when the tenancy agreement commenced in 2004 and that she was not told she would have to pay for the carpet when it was replaced. The applicant stated that she had always paid her rent and that the fact that she had a five year old child should be taken into consideration.

The respondent stated that the carpets were replaced in May, 2008 and provided an invoice for the replacement cost. The respondent paid for this and considered it a normal maintenance cost. The respondent stated that at the termination of the tenancy agreement, the carpets were stained and there were bleached areas where it appeared the tenant had attempted to remove the stains. The respondent stated that the stains were extensive enough to warrant the replacement of the one-year-old carpet. An inspection report and a statement from a carpet supplier were provided in evidence.

The respondent stated that the cost of the carpet replacement was considerably more than they

had paid for the carpets they had replaced the previous year, so they decided to base the replacement cost on the previous year's costs. The applicant was charged 90% of that amount, taking into consideration a useful life of ten years and the age of the carpet. I believe the applicant may have been under the impression that she was charged for the replacement of the carpet that occurred during her occupancy. This clearly is not the case.

In my opinion, the evidence indicates that the carpet was significantly damaged at the end of the tenancy agreement and the replacement of the carpet was warranted. The evidence indicates that the damage was done during the term of the agreement through negligence. The replacement cost is reasonable as it was based, not on the actual cost which was higher, but the replacement cost of the original carpet. In my opinion, the respondent has fairly taken into consideration the useful life and age of the carpet.

In my opinion, it was reasonable for the respondent to retain the security deposit and interest and the application shall be dismissed.

Hal Logsdon
Rental Officer