

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and **FREDERICK (ZIGGY) MARING**, Respondent;

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

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **INUVIK, NT**.

BETWEEN:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

- and -

FREDERICK (ZIGGY) MARING

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 two thousand one hundred fifty seven dollars (\$2157.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair and cleaning costs in the amount of one thousand one hundred sixty three dollars and sixty five cents (\$1163.65).

DATED at the City of Yellowknife, in the Northwest Territories this 1st day of March, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
FREDERICK (ZIGGY) MARING, 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:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

-and-

FREDERICK (ZIGGY) MARING

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 10, 2011

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Victoria Boudreau, representing the applicant
Frederick (Ziggy) Maring, respondent

Date of Decision: March 1, 2011

REASONS FOR DECISION

This tenancy agreement was terminated on March 31, 2010. The application was filed on November 30, 2010 which is more than six months after the end of the tenancy. The applicant sought leave to have the six month limitation set out in section 68 of the *Residential Tenancies Act* extended. The applicant stated that the respondent had taken steps to report damage to the premises to the police and recover costs from a third party. The applicant submitted that they had a reasonable expectation that the matter would be resolved without legal action and therefore delayed the making of an application. In my opinion, there are reasonable grounds to extend the time limitation and doing so would not be unfair to either party. The matter was therefore heard.

Following the termination of the tenancy agreement, the applicant retained the security deposit (\$740) and accrued interest (\$349.90) applying it against rent arrears (\$2157) and repair and cleaning costs (\$2783.55) resulting in a balance owing the applicant of \$3850.65. The applicant sought relief in that amount. The applicant stated that all of the assessed rent was based on the respondent's household income.

The respondent did not dispute the rent arrears. The respondent provided a police report outlining a break and enter occurrence at the premises on April 7, 2010. Apparently several youth had entered the premises unlawfully and created a mess in the apartment and caused some damage. The incident occurred prior to the landlord's check-out inspection. The respondent testified that the following damages, noted on the police report were caused by the intruders and not by

himself or anyone he permitted in the premises:

Damaged wall light fixture	Landlord's repair cost - \$45
Stair railing	Landlord's repair cost - \$40
Bedroom door damage	Landlord's repair cost - \$260
Damaged fire alarm (smoke detector)	Landlord's repair cost - \$50
Damage to bathroom fan	Landlord's repair cost - \$60
General cleaning	<u>Landlord's repair cost - \$450</u>
TOTAL	\$905

The respondent stated that he had started to clean the premises in preparation of moving out. He stated that he had washed the floors but hadn't done too much else. The police report described the condition of the premises as "left in a mess with spilt pop all over floor marking [sic] it very sticky and dirty". The photographic evidence certainly confirms the condition of the floors and I suspect that some of the wall marks are also the result of spilled pop. Notwithstanding the floor and some of the wall mess, the premises are very dirty. All the appliances and fixtures are dirty and there is dust and dirt on walls, heat registers and window sills. In my opinion the cleaning costs assigned to the tenant should be reduced by \$75 to reflect the cleaning made necessary by the youth who entered the premises. I accept the respondent's testimony that the remainder of the items listed on the police report should not be his obligation to repair. In my opinion the repair costs assigned to the respondent should be \$2253.55, calculated as follows:

Amount sought	\$2783.55
Less repair costs - police report	(455.00)
Less cleaning costs	<u>(75.00)</u>
Total repair and cleaning costs	\$2253.55

Applying the security deposit and interest first to the repair and cleaning costs, I find rent arrears of \$2157 and repair costs of \$1163.65 calculated as follows:

Security deposit	\$740.00
Interest	349.90
less repair and cleaning costs	<u>(2253.55)</u>
Net repair and cleaning	\$1163.65
Rent arrears	\$2157.00

An order shall issue requiring the respondent to pay the applicant rent arrears of \$2157 and repair and cleaning costs of \$1163.65.

Hal Logsdon
Rental Officer