

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **MAJA HAOGAK**, 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:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

MAJA HAOGAK

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 nine hundred five dollars and two cents (\$2905.02).

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of
September, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **MAJA HAOGAK**, 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:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

-and-

MAJA HAOGAK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 9, 2014

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Aru Vashisht, representing the applicant

Date of Decision: September 9, 2014

REASONS FOR DECISION

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

The applicant stated that the respondent abandoned the rental premises on July 23, 2014 terminating the tenancy agreement. The applicant retained the security deposit (\$1000) applying it against the replacement cost of the living room carpet (\$548.78), general cleaning (\$300), bedroom carpet cleaning (\$75), removal of personal possession from the premises (\$150) and rent arrears (\$3064) resulting in a balance owing of \$3137.78. The applicant sought relief in that amount.

The applicant provided check in and check out inspection reports and a final statement of account in evidence.

The check in inspection report indicates that the living room carpet had burn marks at the commencement of the tenancy. The applicant testified that there were additional burn marks on the carpet at the end of the tenancy which required the replacement of the carpet. The applicant stated that the carpet was less than two years old.

Sections 64 and 65 of the *Residential Tenancies Act* set out how a landlord may recoup expenses incurred in the removal and storage of abandoned personal property. A landlord may demand reasonable cost of removal and storage before releasing the property to the tenant or owner.

Alternatively, the landlord may seek permission to sell the property if the tenant does not claim it and apply the proceeds to the removal and storage costs. There is no other remedy available to recover these costs. Therefore the costs of removal and storage are denied.

Carpeting is a depreciable item and compensation claims for the replacement of carpet must consider the useful life and the age of the item. I consider carpeting in rental premises to have a useful life of 10 years and in my opinion, the replacement costs of \$548.78 should be reduced by 15% to reflect a depreciated cost. I find \$466.46 to be reasonable compensation.

The applicant has neglected to credit the accrued interest on the security deposit. I find the interest to be \$0.44.

Applying the retained security deposit and accrued interest first to repair and cleaning costs I find rent arrears owing to the applicant of \$2905.02 calculated as follows:

Security deposit	(\$1000.00)
Interest	(0.44)
Living room carpet	466.46
General cleaning	300.00
Bedroom carpet cleaning	75.00
Rent arrears	<u>3064.00</u>
Total	\$2905.02

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2905.02.

Hal Logsdon
Rental Officer