

IN THE MATTER between **GREENWAY REALTY LTD.**, Applicant, and **IVAN HILLE**, 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 -

IVAN HILLE

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 eight hundred forty one dollars and fifteen cents (\$2841.15).

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of April, 2007.

Hal Logsdon
Rental Officer

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GREENWAY REALTY LTD.

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-and-

IVAN HILLE

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REASONS FOR DECISION

Date of the Hearing: April 10, 2007

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Patricia Kay, representing the applicant
Ivan Hille, respondent

Date of Decision: April 10, 2007

REASONS FOR DECISION

This tenancy agreement was terminated on or about February 28, 2007 when the applicant declared the premises abandoned and took possession. The applicant retained the security deposit and issued a statement of the security deposit and deductions in accordance with section 18 of the *Residential Tenancies Act*. The applicant now seeks an order requiring the respondent to pay cleaning and repair costs and rent arrears in excess of the retained security deposit.

The applicant testified that the premises were not left in a clean condition and required general cleaning including washing of the walls and floors. The applicant stated that the costs of cleaning were \$500.

The applicant also testified that the electricity had been disconnected and all of the food in the refrigerator had spoiled ruining the appliance. The applicant sought relief in the amount of \$550 which she stated was the replacement value of the refrigerator.

The applicant testified that the premises required painting due to extreme discolouration of the walls and sought relief in the amount of \$750.

The applicant also testified that the keys to the premises were not returned, requiring the replacement of the locks at a cost of \$70.

The applicant provided a copy of the rent ledger in evidence which indicated a balance of rent owing as at January 31, 2007 in the amount of \$2240.50. The applicant stated that the February, 2007 was \$740, bringing the balance of rent owing to \$2980.50.

The respondent disputed the allegations, stating that the refrigerator was old and could have been cleaned and disinfected. The respondent provided a copy of the check-in inspection report in evidence which included the notation “old” for the condition of the refrigerator. The respondent stated that he felt the refrigerator was probably more than ten years old. The applicant acknowledged that the refrigerator, in her opinion, was about ten years old.

The respondent testified that the paint on the walls was not in good condition when he moved in. The respondent stated that the landlord had delivered paint and painting supplies to the premises during the tenancy agreement, in anticipation of painting the unit, but had never commenced with the work. The check-in condition report noted that the living room walls “needed paint” and the kitchen walls had “nail holes”.

The respondent testified that he had mailed the keys to the landlord on February 20, 2007. The applicant denied having received them prior to taking possession of the premises.

The respondent did not dispute the rent arrears or the requirement for cleaning.

The condition report and the testimony of both parties establish that the refrigerator was probably ten years old or older. Like other appliances, a refrigerator has a useful life and it is not reasonable for a landlord to receive the full replacement value of the appliance if they have already enjoyed its useful life or more. In my opinion, which is consistent with several other jurisdictions, the useful life of a refrigerator in a rental property is 10 years. Therefore the applicant has enjoyed the full useful life of the refrigerator and the request for relief is denied.

Similarly, the condition report establishes that the premises were in need of paint when the tenancy commenced on May 6, 2005. Presumably, if the premises needed paint at that time, the landlord had already enjoyed the useful life of the previous paint job which, in my opinion, is 3-5 years. Therefore the request for relief is denied.

It does not appear that the applicant received the keys to the premises in a timely manner and the applicant's costs of changing the locks is reasonable.

I find the cleaning costs of \$500 to be reasonable and the rent arrears to be \$2980.50. The applicant has neglected to apply interest to the security deposit which I find to be \$34.35.

Applying the security deposit and accrued interest first to the cleaning and locksmith costs, I find rent arrears of \$2841.15, calculated as follows:

Security deposit	\$675.00
Interest	34.35
Door lock	(70.00)
Cleaning	(500.00)

Rent arrears	<u>(2980.50)</u>
Amount owing applicant	\$2841.15

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2841.15.

Hal Logsdon
Rental Officer