

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and  
**AMANDA TAKAZO**, 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 **GAMETI, NT**.

BETWEEN:

**NWT HOUSING CORPORATION**

Applicant/Landlord

- and -

**AMANDA TAKAZO**

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 nine hundred sixty one dollars and ninety seven cents (\$961.97).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of nine thousand nine hundred thirty seven dollars and ninety one cents (\$9937.91).

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of June,  
2008.

Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**AMANDA TAKAZO**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:**                      **June 19, 2008**

**Place of the Hearing:**                      **Yellowknife, NT**

**Appearances at Hearing:**                      **Michael Keohane, representing the applicant**

**Date of Decision:**                      **June 24, 2008**

### **REASONS FOR DECISION**

This matter was originally set for hearing in Gameti on June 18, 2008 and a Notice of Attendance sent to the respondent by registered mail. The respondent contacted the rental officer stating that she would be in Yellowknife on that day and agreed to the hearing being held in Yellowknife on June 19, 2008. An e-mail was sent to the respondent confirming the new hearing arrangements. The respondent replied to the e-mail, confirming that she had received the notice and would appear at the hearing in Yellowknife. The respondent failed to appear at the hearing and the hearing was held in her absence.

The applicant stated that the respondent had abandoned the premises on or about January 4, 2008. The premises were inspected and found to be damaged and the plumbing frozen. The keys were returned to the applicant on January 14, 2008 and the applicant made arrangements for repair. The applicant alleged that the damages to the premises, consisting of a broken door, holes in the walls and damaged plumbing were caused by the negligence of the respondent. The applicant also alleged that the respondent had failed to pay the full amount of the rent during the tenancy. The applicant sought an order requiring the respondent to pay the alleged rent arrears and the costs to repair the alleged damages. The premises are subsidized public housing.

The applicant provided a statement of the rent which indicated a balance of rent owing as at January 1, 2008 in the amount of \$961.97. I find the statement in order.

The applicant provided a contract for the plumbing repairs in the amount of \$4995 plus GST and stated that the work had been completed for that cost. The applicant receives a full rebate for GST paid for social housing. The applicant also provided a quotation for patching and painting the walls and for the replacement of a damaged entry door in the amount of \$8850 plus GST. The applicant stated that the work had been completed for that cost. The work is not itemized but I estimate that the door costs were approximately \$1000 of the total.

The photographs of the premises indicate numerous holes in the walls. The applicant stated that there was some damage to the walls when the respondent took possession but all of the damage was repaired by the landlord. The premises were new in November, 2005.

The applicant retained the \$500 security deposit which was paid in full at the commencement of the tenancy agreement on June 8, 2006.

I find the respondent in breach of her obligation to repair damages that were made necessary due to her negligence. The respondent permitted the premises to freeze. There is no evidence that the heating equipment malfunctioned or that, if the respondent was away from the premises, she notified the landlord of her absence in writing as required by clause 18(b) of the written tenancy agreement. The wall and door damages were not present at the commencement of the tenancy agreement and are not the result of normal wear and tear. I find the repair costs reasonable but the painting costs should be depreciated. The premises were freshly painted in November, 2005.

Assuming the door costs to be approximately \$1000 of the total painting and door repair costs and

using a five year useful life for residential interior paint, I find the depreciated value of the painting to be \$4475, calculated as follows:

Paint and door contract (not including GST)	\$8850
Less estimated door repair costs	<u>(1000)</u>
Full cost of painting	
	<u>\$7850</u>
Depreciated cost of painting (57%)	\$4475

Deducting the retained security deposit and interest from the repair costs, I find compensation for repairs due to the applicant of \$9937.91, calculated as follows:

Depreciated cost of painting	\$4475.00
Door replacement	1000.00
Plumbing repairs	4995.00
Less security deposit	(500.00)
Less interest on security deposit	<u>(32.09)</u>
Repair costs due applicant	\$9937.91

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$961.97 and repair costs in the amount of \$9937.91.

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Hal Logsdon  
Rental Officer