

IN THE MATTER between **LOUISA LUCAS**, Applicant, and **809656 ALBERTA LTD.**, 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:

**LOUISA LUCAS**

Applicant/Tenant

- and -

**809656 ALBERTA LTD.**

Respondent/Landlord

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 18(5) of the *Residential Tenancies Act*, the respondent shall return a portion of the security deposit to the applicant in the amount of three hundred dollars (\$300.00).

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of April, 2009.

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Hal Logsdon  
Rental Officer

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

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BETWEEN:

**LOUISA LUCAS**

Applicant/Tenant

-and-

**809656 ALBERTA LTD.**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** April 22, 2009

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

**Appearances at Hearing:** Louisa Lucas, applicant  
Aleem Shivji, representing the respondent

**Date of Decision:** April 24, 2009

### **REASONS FOR DECISION**

The applicant vacated the premises and returned the keys to the respondent on March 5, 2009.

The respondent applied the security deposit (\$975) and accrued interest (\$232.47) to rent arrears (\$600), compensation for use and occupation of the premises in March 1-5/09 (\$250) and repair of a broken window (\$300), returning \$57.47 to the applicant.

The applicant disputed the deduction for the broken window testifying that the window suddenly broke on a very cold night while the household was sleeping. The respondent had no direct knowledge of what caused the window to break and noted that his maintenance staff assumed that it was the result of the tenant's negligence. Photographs of the broken window were provided by both parties.

The applicant also stated that her ceiling had leaked and provided a photograph of the ceiling in evidence. She stated that the leakage did not damage any of her personal possessions or cause her any financial loss.

Compensation for loss due to the leaking ceiling is not reasonable as the applicant suffered no losses. An order to repair the ceiling would not be reasonable as it would not benefit the tenant who has since vacated the premises.

The window is a wooden sliding window with a double sealed pane. The photographs show

several cracks in the inner pane and a missing piece of glass in a small area where the cracks intersect. The photographs provided by the applicant, show heavy frost build-up between the panes which may have contributed to the damage. There are no areas that show obvious signs of impact. Multi-pane sealed units do occasionally break spontaneously during periods of very cold weather. The applicant stated that she reported the broken window to the landlord during the first week of February, 2008. During that week, weather records indicated that the minimum temperatures ranged from -28 C to -45.8 C. In my opinion, it is certainly conceivable that the window broke spontaneously due to the very low outside temperatures. In the absence of any evidence to the contrary, I do not feel the retention of the \$300 repair cost is reasonable.

An order shall issue requiring the respondent to return part of the retained security deposit to the applicant in the amount of \$300, calculated as follows:

Security deposit	\$975.00
Interest	232.47
Rent arrears	(600.00)
Compensation for use - March 1-5	<u>(250.00)</u>
Security deposit to be returned	\$357.47
Less amount previously returned	<u>(57.47)</u>
Amount due applicant	\$300.00

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Hal Logsdon  
Rental Officer