

IN THE MATTER between **LEREE PROUD**, Applicant, and **LORNE NAPIER**,
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:

LEREE PROUD

Applicant/Landlord

- and -

LORNE NAPIER

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of six hundred sixty six dollars and fifty six cents (\$666.56).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant utility costs in the amount of one thousand four hundred thirty eight dollars (\$1438.00).

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of August,
2009.

Hal Logsdon
Rental Officer

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BETWEEN:

LEREE PROUD

Applicant/Landlord

-and-

LORNE NAPIER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 5, 2009

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: LeRee Proud, applicant
Lorne Napier, respondent

Date of Decision: August 21, 2009

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on July 22, 2009 when the respondent vacated the premises. The applicant retained the security deposit (\$1500) and interest (\$180) applying it against rent arrears (\$1104), water costs (\$715), damages to doors (\$1599.88), fuel costs (\$723), dump charges (\$25), replacement of a glass door (\$400) and repair of a hardwood floor (\$500) leaving a balance owing to the applicant of \$3386.88. The applicant prepared a statement of the security deposit in accordance with section 18(3) of the *Residential Tenancies Act*. The applicant sought an order requiring the respondent to pay \$3386.88.

The tenancy agreement commenced on June 1, 2004. There is no evidence that an inspection report was completed indicating the condition of the premises at that time, although it is required pursuant to section 15 of the Act.

The respondent disputed the alleged damage to the exterior door, stating that the door had a crack in it at the commencement of the tenancy agreement and that he had notified the applicant of it's condition. The respondent stated that the landlord failed to repair the door during the term of the tenancy compounding the damage to the door. Without having any evidence as to the condition of the door at the commencement of the tenancy, I can not conclude that the damage to the door was the result of the tenant's negligence. The amount of \$798 claimed for the door repair is denied.

The respondent also disputed the replacement costs for the glass door in the basement. He stated that he had replaced the door once during the term of the tenancy agreement because the shifting of the house damaged the door. He denied that the damage to the door was due to his negligence. Photographs, provided by the applicant in evidence, do not include photos of the door. As I am unable to determine the extent or cause of the damage by the evidence, the applicant's claim for \$400 is denied.

The respondent disputed the damage to the hardwood floor in the kitchen. He stated that the dark scuffing on the floor was due to a chair on casters being used in that area. Chairs on casters that are frequently moved, such as desk chairs, can cause significant damage to many types of floor surfaces including carpeting and hardwood. Chairs of this type should be placed on a plastic or carpet mat to prevent the casters from marring the hardwood surface. The applicant's claim of \$500 is reasonable as the floor will have to be sanded and refinished. The applicant's claim of \$500 is allowed.

The respondent did not dispute any other items contained in the applicant's statement.

The applicant has not calculated the interest on the security deposit correctly. I find the interest to be \$264.32.

Applying the retained security deposit first to rent, I find repair costs owing to the applicant of \$666.56, calculated as follows:

- 4 -

Security deposit	\$1500.00
Interest	264.32
Rent arrears	(1104.00)
Interior door repair	(801.88)
Dump charges	(25.00)
Floor repair	<u>(500.00)</u>
Total repair costs	\$666.56

I find the respondent in breach of his obligation to pay for water and fuel during the term of the tenancy and find the total utility costs owed to the applicant to be \$1438, calculated as follows:

Fuel	\$723.00
Water	<u>715.00</u>
Total utilities	\$1438.00

An order shall issue requiring the respondent to pay the applicant repair costs of \$666.56 and utility costs of \$1438.

Hal Logsdon
Rental Officer