

IN THE MATTER between **NORMAN WELLS HOUSING AUTHORITY**, Applicant,
and **TERRI GREEK AND ROBERT GREEK**, Respondents;

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 **NORMAN WELLS, NT**.

BETWEEN:

NORMAN WELLS HOUSING AUTHORITY

Applicant/Landlord

- and -

TERRI GREEK AND ROBERT GREEK

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of five hundred thirty nine dollars and forty four cents (\$539.44).
2. Pursuant to section 42(3)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair costs in the amount of eleven thousand six hundred eighty six dollars and ninety cents (\$11,686.90).

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of June,
2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORMAN WELLS HOUSING AUTHORITY**, Applicant,
and **TERRI GREEK AND ROBERT GREEK**, Respondents.

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:

NORMAN WELLS HOUSING AUTHORITY

Applicant/Landlord

-and-

TERRI GREEK AND ROBERT GREEK

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: June 11, 2010

Place of the Hearing: Norman Wells, NT via teleconference

Appearances at Hearing: Clint Baptiste, representing the applicant
Craig Scott, representing the respondents

Date of Decision: June 17, 2010

REASONS FOR DECISION

The respondents' representative noted that the application was made against Terri Scott and Robert Greek and requested that any order be made in the name of Terri Greek and Robert Greek as that is the name Ms Greek currently uses. The style of cause of the order shall reflect Ms Greek's currently used name.

The tenancy agreement between the parties was terminated on February 17, 2010. The applicant retained the security deposit (\$825) and accrued interest (\$15.77) applying it against rent arrears (\$2180.21) leaving a balance of rent owing of \$1339.44. Since that time, the respondents have paid an additional \$800 leaving a balance of rent owing in the amount of \$539.44.

The applicant alleged that there were extensive damages to the premises requiring repairs costing \$12,736.89. The applicant sought an order requiring the respondents to pay the alleged rent arrears and repair costs.

The applicant provided work orders detailing the repairs undertaken and invoices for materials and cleaning. The applicant also provided photographs in evidence. Inspection reports indicating the condition of the premises at the beginning and the end of the tenancy were also provided.

The damages to the premises were obviously caused by pets in the premises. All of the flooring in the premises was damaged by pet urine which has soaked through the carpet and linoleum and

saturated large areas of the sub-floor. The applicant removed significant portions of the sub-floor and replaced it with new plywood, then new floor finishes. The baseboards and trim were also replaced. The refrigerator was covered with mould and was replaced. The entire premises was cleaned.

The respondent's representative did not dispute that the damage was done by the respondents but questioned the amount of labour required to undertake the repairs. He also questioned the need to replace the refrigerator, baseboards and trim.

The condition of these premises at the end of the tenancy was appalling. The entire unit was filthy and, in my opinion, unfit for habitation. I have given careful consideration to the amount of time required to address the urine soaked sub-floor and the necessity to replace large sections of it. I have seen similar damage addressed in a different and less expensive manner. Odour is a significant concern with this type of damage and it is sometimes possible with a plywood sub-floor to disinfect the areas and then apply several coats of paint to seal the area. However, this sub-floor is constructed with medium density fibreboard (MDF) which absorbs liquids readily and swells and deforms when wet. The amount of pet urine on much of this sub-floor has done significant damage which can only be addressed by replacement. Replacement is not an easy task and in my opinion, the hours spent on the floor repair are not excessive.

The baseboards are also MDF and would have been damaged in a similar fashion. I do not find the replacement of the baseboards and trim to be unreasonable or the costs excessive.

Although the refrigerator had considerable mould in it, there is no evidence that it was damaged or inoperative. The check-out inspection report notes only that it is unclean. Refrigerator surfaces are designed to be disinfected and cleaned regardless of the spoilage they often have to endure. I see no reason why the refrigerator could not have been cleaned rather than replaced. The replacement cost of \$1049.99 is denied.

I find the respondents in breach of their obligation to pay rent and their obligation to repair damages to the premises. I find the rent arrears to be \$539.44 and reasonable repair costs to be \$11,686.90, calculated as follows:

Repair costs claimed	\$12,736.89
Less refrigerator replacement cost	<u>(1049.99)</u>
Repair costs owing applicant	\$11,686.90

An order shall issue requiring the respondents to pay the applicant rent arrears of \$539.44 and repair costs of \$11,686.90.

Hal Logsdon
Rental Officer