

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and **LISA ROGERS AND DANIEL LUCAS**, Respondents;

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

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **INUVIK, NT.**

BETWEEN:

**INUVIK HOUSING AUTHORITY**

Applicant/Landlord

- and -

**LISA ROGERS AND DANIEL LUCAS**

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 thirty two dollars (\$32.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair and cleaning costs in the amount of eight thousand seventy eight dollars and twelve cents (\$8078.12).

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of March, 2011.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and **LISA ROGERS AND DANIEL LUCAS**, 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:

**INUVIK HOUSING AUTHORITY**

Applicant/Landlord

-and-

**LISA ROGERS AND DANIEL LUCAS**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** February 10, 2011

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

**Appearances at Hearing:** Victoria Boudreau, representing the applicant  
Daniel Lucas, respondent

**Date of Decision:** March 2, 2011

### **REASONS FOR DECISION**

This tenancy agreement was terminated on August 31, 2010. The applicant retained the security deposit (\$1485) and accrued interest (\$48.22) applying it against rent arrears (\$32) and repair and cleaning costs (\$9611.34) resulting in a balance owing the applicant of \$8110.12. The applicant sought relief in that amount.

The applicant provided copies of inspection reports, the tenant ledger, a security deposit statement, an itemised list of repairs and photographs in evidence.

The respondent did not dispute the rent arrears but disputed several items of alleged damage.

1. The respondent stated that the shower head was broken when the tenancy agreement commenced. The itemised list of repairs does not include the repair or replacement of the shower head. The applicant is not claiming any costs related to this item.
2. The respondent stated that the range hood was damaged at the commencement of the tenancy. The inspection report completed at the commencement of the tenancy agreement and signed by the respondents does not indicate any damage to the range hood or fan. Therefore the damage was done during the term of the agreement. In my opinion, the damage to the range hood and fan is not the result of normal wear and tear and the applicant's claim for relief is reasonable.
3. The respondent stated that there was one "nail pop" on the wall which was present when the tenancy commenced. The respondent stated that "nail pops" were not

considered to be tenant damage and the amounts charged for wall repair were not for any “nail pops”. The check in inspection report does not note any wall damage or “nail pops”. The applicant’s claim for repair costs related to wall repairs is reasonable.

4. The respondent stated that not all of the kitchen counter surface was replaced yet he believed he was charged for the entire counter. He also stated that he believed the damage to the counter was due to normal wear and tear. The applicant stated that only a small counter was replaced for a cost of \$200 because it contained burns. The photographic evidence does not support the respondent’s statement that the damage was due to normal wear and tear. The applicant’s claim for repair costs is reasonable.
5. The respondent stated that the back door damage was caused by a guest who kicked and pushed the door to get it open. He stated that the door was very sticky and hard to open and close. There was no evidence that the respondent had requested the applicant to adjust the door so that it would be easier to open. In my opinion, kicking a sticky door is not a solution to the problem. A tenant is obligated to make the landlord aware of these type of problems so that the landlord can attend to repairs. Kicking the door is, in my opinion, tenant damage. I find the applicant’s claim for repair costs to be reasonable.

I find the respondents in breach of their obligation to pay rent and their obligation to repair damages to the premises. I find the repair costs to be reasonable. Applying the security deposit

and interest first to the repair and cleaning costs, I find rent arrears in the amount of \$32 and repair and cleaning costs of \$8078.12 calculated as follows:

Security deposit	\$1485.00
Interest	48.22
Repairs and cleaning	<u>(9611.34)</u>
Net repairs and cleaning	\$8078.12
Rent arrears	\$32

An order shall issue requiring the respondents to pay the applicant rent arrears of \$32 and repair and cleaning costs of \$8078.12.

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Hal Logsdon  
Rental Officer