

IN THE MATTER between **RACHAEL SCHATNER AND DAVID PURDON**,
Applicants, and **G.B.H. HOLDINGS LTD.**, Respondent;

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:

RACHAEL SCHATNER AND DAVID PURDON

Applicants/Tenants

- and -

G.B.H. HOLDINGS LTD.

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 18.1(b) of the *Residential Tenancies Act*, the respondent shall return a portion of the retained security deposit in the amount of one hundred eighty five dollars (\$185.00).

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of March,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **RACHAEL SCHATNER AND DAVID PURDON**,
Applicants, and **G.B.H. HOLDINGS 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.

BETWEEN:

RACHAEL SCHATNER AND DAVID PURDON

Applicants/Tenants

-and-

G.B.H. HOLDINGS LTD.

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: March 10, 2011

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Rachael Schartner, applicant
David Purdon, applicant
Greg Murphy, representing the respondent

Date of Decision: March 10, 2011

REASONS FOR DECISION

The style of cause of the order has been amended to include the full name of the respondent.

The tenancy agreement between the parties was terminated on December 31, 2010. The respondent applied the security deposit (\$1250) and interest (\$0.11) against the replacement of a broken window (\$185) and returned the balance of \$1065.11. The applicants disputed the deduction and sought an order requiring the respondent to return the retained portion of the deposit.

The applicants testified that the window pane spontaneously cracked. Ms Schartner testified that she was in the apartment and heard the window crack. She stated that the crack first developed in the corner of the pane. The applicants denied that it was broken by forcing the window open or any other negligent act. The applicants stated that they reported the breakage to the landlord.

The respondent stated that he was an experienced glazier and had never seen a window pane spontaneously crack. He stated that the window was most likely forced open when it was frozen causing it to crack.

I have no reason to doubt the credibility of the applicants' testimony. I have also seen a number of examples of multi-pane windows spontaneously cracking in very cold weather. In fact, I currently have one scheduled for replacement this summer in my own home. It does happen, and

the crack frequently starts in the corner of the pane.

An order shall issue requiring the respondent to return the retained portion of the security deposit in the amount of \$185.

Hal Logsdon
Rental Officer