

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,
and **BARRY CHRISTOPHER HILL**, 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 **YELLOWKNIFE, NT.**

BETWEEN:

SHELTER CANADIAN PROPERTIES LTD.

Applicant/Landlord

- and -

BARRY CHRISTOPHER HILL

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears and penalties for late rent in the amount of three thousand nine hundred sixty five dollars (\$3965.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair and cleaning costs in the amount of seventy six dollars and fifty one cents (\$76.51).

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of October,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,
and **BARRY CHRISTOPHER HILL**, 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:

SHELTER CANADIAN PROPERTIES LTD.

Applicant/Landlord

-and-

BARRY CHRISTOPHER HILL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 27, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Shelly Longhurst, representing the applicant

Date of Decision: October 28, 2011

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by email. The respondent did not appear at the hearing and the hearing was held in his absence.

The tenancy agreement between the parties was terminated on June 10, 2011 when the respondent abandoned the premises. The respondent retained the security deposit (\$765.50) and interest(\$25.74). The applicant completed an estimated statement of the security deposit and deductions but the statement is not clear as to what is owed to the landlord. There is no evidence that a final statement of the security deposit was completed.

The applicant provided a check in inspection report, rent payment records, invoices for repair costs and photographs in evidence and sought the following relief, less the retained security deposit and interest.

Rent arrears for April and May, 2011 and ten days in June, 2010	\$3900.00
Late fees	65.00
General cleaning costs	300.00
Carpet cleaning	267.75
Painting	2940.00

I find the rent records in order and find rent arrears of \$3900. The late fees of \$65 are in accordance with the Act. I find the need for general cleaning and carpet cleaning to be supported by the photographic evidence and find the costs reasonable.

In my opinion, the evidence does not support the costs claimed for repainting. The photographic evidence indicates one hole in the wall which was obviously caused by a doorknob striking the

wall surface. This damage could not have occurred if there was a proper door stop installed. I am not convinced by the evidence that the damage was due to the negligence of the tenant. There is only one other small area of damage and several small scuffs indicated by the photographs. Patching the damaged area and repainting the affected areas should not cost more than \$300. It must also be considered that these premises have not been repainted for more than 32 months. Although not outlined on the invoice, the cost of \$2940 suggests that the amount claimed represents the full cost of repainting the entire apartment. In my opinion, reasonable costs are \$300.

Applying the retained security deposit first to the repair and cleaning costs, I find rent arrears and late fees of \$3965 and repair and cleaning costs of \$76.51 calculated as follows:

General cleaning costs	300.00
Carpet cleaning	267.75
Painting	300.00
Less security deposit	(765.50)
Less interest	<u>(25.74)</u>
Total repair and cleaning	\$76.51

Rent arrears	\$3900.00
Penalties for late rent	<u>65.00</u>
Total	\$3965.00

An order shall issue requiring the respondent to pay the applicant rent arrears and late rent penalties of \$3965 and repair and cleaning costs of \$76.51.

Hal Logsdon
Rental Officer