

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
VANESSA TOBAC, 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:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

VANESSA TOBAC

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 in the amount of six hundred thirty six dollars and forty eight cents (\$636.48).

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of
December, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
VANESSA TOBAC, 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:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

-and-

VANESSA TOBAC

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 14, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant

Date of Decision: December 20, 2011

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail. There was no confirmation of delivery at the time of the hearing and I was unable to contact the respondent. However the respondent had previously confirmed her address and was aware that a notice would be sent by registered mail to that address. In my opinion, it is reasonable to deem the notice served pursuant to section 71(5) of the *Residential Tenancies Act*. The hearing was held in the absence of the respondent.

The applicant stated that the respondent abandoned the premises on September 23, 2011. The applicant retained the security deposit (\$1585) and interest (\$0.54) applying it against rent arrears (\$2172.02), cleaning (\$150), carpet replacement (\$1000) and repairs to a closet door and blinds and a lock replacement (\$262.50) resulting in a balance owing to the applicant of \$1998.98.

The applicant provided a check-in inspection report and photographs in evidence. There was no check-out report provided.

The photographs indicate stains, burns and a rip in the carpet. The check-in report notes burns on the carpet at the commencement of the tenancy in September, 2009. The applicant did not know when the carpets were last replaced in the premises.

The photographs also indicate a bi-fold closet door which has been removed from the runner.

The check-in inspection report notes that the door was damaged at the commencement of the tenancy.

The check-in inspection report also notes damaged blinds in two of the three bedrooms.

In my opinion, the repair costs claimed by the applicant are not supported by the evidence. It appears that the closet door and the blinds were both damaged at the commencement of the tenancy and were not the result of the tenant's negligence. It also appears that there was damage to the carpet at the commencement of the tenancy. The condition of the carpet, particularly the rip, suggest that it was perhaps due for replacement in any case. The unknown age of the carpet makes it impossible to calculate a reasonable depreciated value for the item. Although the lock change is not itemized on the applicant's statement, I am prepared to provide relief for that item. In my opinion, a lock change can be completed for \$50.

Applying the security deposit first to the lock change, I find rent arrears of \$636.48 calculated as follows:

Rent arrears	\$2172.02
Lock change	50.00
Security deposit	(1585.00)
Interest	<u>(0.54)</u>
Due applicant	\$636.48

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$636.48.

Hal Logsdon
Rental Officer