

IN THE MATTER between **RONALD DOUGLAS TECSY**, Applicant, and **SHARON ALANAK**, 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:

RONALD DOUGLAS TECSY

Applicant/Landlord

- and -

SHARON ALANAK

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of three hundred sixty one dollars and sixty eight cents (\$361.68).

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of December, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **RONALD DOUGLAS TECSY**, Applicant, and **SHARON ALANAK**, 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:

RONALD DOUGLAS TECSY

Applicant/Landlord

-and-

SHARON ALANAK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 14, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ronald Douglas Tecszy, applicant
Sharon Alanak, respondent

Date of Decision: December 21, 2011

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on July 31, 2011. The applicant retained the security deposit (\$1500) and accrued interest (\$9.15) applying it against floor repairs (\$1921.50), general cleaning (\$122.50), screen repairs (\$83.21), master bedroom repairs (\$103.99), kitchen repairs (\$30), middle bedroom repairs (\$55), front bedroom repairs (\$18) and repairs to the front door (\$18) resulting in a balance owing to the applicant of \$843.05. The applicant sought an order requiring the respondent to pay that amount. The applicant provided photographs and inspection reports in evidence.

The respondent disputed some of the allegations. She stated that the check-in inspection, which she signed, was done very quickly yet the check-out inspection was so detailed that she could not stay for the entire time. Consequently the final inspection is not signed by the respondent;

FLOORING REPAIRS

The inspection report at the commencement of the tenancy indicated that the hardwood floor in the living room was in good condition. The applicant stated that it was new. The photographs indicate that there are areas of scratches and dents that appear to be caused by moving heavy furniture across the floor. The applicant sought repair costs of \$1921.50 based on a quote from a professional flooring retailer/installer.

The respondent stated that she was unaware that moving furniture without some

protection on the furniture legs would damage the flooring. She stated that she was never advised by the applicant about how to protect the floor from damage.

The floor is damaged to the point where it should be refinished. Certainly the applicant would have discovered how her activity was damaging the floor before the floor was damaged to this extent. If the flooring was new in November, 2009 when the tenancy began and the life expectancy of flooring is ten years, then the value of the flooring has depreciated by 18% (21 months/120 months). Therefore the respondent should be responsible for 82% of the replacement value or \$1575.63.

CLEANING

The respondent acknowledged that the carpets were not clean but stated that otherwise the premises were left reasonably clean. She stated that the oven was cleaned with oven cleaner and cleaned it to the best of her ability. The photographic evidence shows a few spots on the oven but, in my opinion, represent a reasonably clean oven for an older appliance. There is no photographic or other evidence of dirty walls or cigarette butts under the porch. I find reasonable compensation to be one hour for carpet cleaning or \$35.

SCREENS AND FRAMES

The check in inspection report notes screens as good. Repairs were undertaken by Diamond glass for \$83.21. The respondent did not recall any damage. In my opinion, the

repair costs are reasonable.

MASTER BEDROOM REPAIRS

The applicant stated that the hollow core bedroom door was damaged and poorly repaired. The respondent stated that it was repaired with drywall mud and painted. The applicant sought replacement cost of \$83.99. The applicant also sought patch and paint repair costs of \$10 for a hole in the wall and \$10 labour to fix a sliding door. These damages were noted on the check-out report but not present on the check-in report. In my opinion, this type of repair to a factory finished hollow core door is not acceptable. I find the total repair costs of \$103.99 reasonable.

KITCHEN REPAIRS

The applicant sought compensation for a missing utensil tray, broken blinds and a hole in the ceiling trim. Neither the utensil tray or the broken blinds were noted on the check-out inspection report. The repair cost of the ceiling trim would, in my opinion, be negligible. The request for compensation is denied.

MIDDLE BEDROOM REPAIRS

The respondent refinished the middle bedroom and did not replace the shelving. The applicant acknowledged that the shelving was there but stated that the supports were missing. The missing ceiling light shade and damaged blinds were acknowledged by the respondent. I find the repair costs of \$55 to be reasonable.

FRONT BEDROOM REPAIRS

The respondent acknowledged the damage to the door in the front bedroom. I find the repair cost of \$18 to be reasonable.

ENTRANCE DOOR PAINT

The applicant sought \$18 in compensation for chipped paint on the exterior metal door.

In my opinion, this is normal wear and tear. The applicant's request for relief is denied.

In summary I find the respondent responsible for repair cost, net of the retained security deposit and interest in the amount of \$361.68 calculated as follows:

Security deposit	(\$1500.00)
Interest	(9.15)
Floor repairs	1575.63
Cleaning	35.00
Screens	83.21
Master bedroom repairs	103.99
Middle bedroom repairs	55.00
Front bedroom repairs	<u>18.00</u>
Total	\$361.68

An order shall issue requiring the respondent to pay the applicant repairs costs of \$361.68.

Hal Logsdon
Rental Officer