

IN THE MATTER between **MATTHEW SPENCE AND BARBARA LEE**, Applicants,
and **TRACY PYNE AND DAMIAN LIENGME**, 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 **YELLOWKNIFE, NT.**

BETWEEN:

MATTHEW SPENCE AND BARBARA LEE

Applicants/Landlords

- and -

TRACY PYNE AND DAMIAN LIENGME

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicants repair costs and compensation in the amount of three thousand nine hundred forty eight dollars and sixty nine cents (\$3948.69).

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of
September, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **MATTHEW SPENCE AND BARBARA LEE**, Applicants,
and **TRACY PYNE AND DAMIAN LIENGME**, 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:

MATTHEW SPENCE AND BARBARA LEE

Applicants/Landlords

-and-

TRACY PYNE AND DAMIAN LIENGME

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: September 4, 2013

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Matthew Spence, applicant
Barbara Lee, applicant

Date of Decision: September 30, 2013

REASONS FOR DECISION

The respondents were served with Notices of Attendance by email but failed to appear at the hearing. The hearing was held in their absence.

The tenancy agreement between the parties was terminated on April 30, 2013 when the respondents vacated the premises. The applicants retained the security deposit of \$1850, applying it to unpaid April rent. The applicants alleged that the respondents failed to repair damages to the premises and sought an order requiring the respondents to pay costs of repair.

The applicants stated that the dogs kept by the respondents did significant damage to the carpets, linoleum and decking which had to be replaced due to damage by urine. The applicants provided invoices for the carpeting and linoleum and decking. The applicants provided the new tenants with a \$300 rent reduction due to the delays in taking possession made necessary by the requirement to undertake the repairs. The applicants stated that they did not charge the respondents for labour to install the new decking, for cleaning or for removal of the linoleum.

The applicants sought the following relief:

Carpet and linoleum (hallway and stairs)	\$1304.10
Living room carpet	1947.75
Decking materials	397.46
Rental discount (new tenants)	<u>300.00</u>
Total	\$3949.31

The applicant stated that the carpeting was new in 2010 and the linoleum was about 6 years old.

In my opinion the depreciated value of the carpet and linoleum is approximately 80% of the replacement value which is equivalent to the cleaning and labour costs which were not charged to the respondents. Therefore, I shall allow the replacement costs in the calculation of the compensation due to the applicants.

The applicants retained the security deposit for the rent arrears but did not include the interest which had accrued on the deposit which I find to be \$0.62.

I find the respondents in breach of their obligation to repair damages to the rental premises and find repair costs and compensation paid to the new tenants of \$3948.69 to be reasonable.

I calculate the total costs as follows:

Carpet and linoleum (hallway and stairs)	\$1304.10
Living room carpet	1947.75
Decking materials	397.46
Less security deposit interest	(0.62)
Compensation paid to new tenants	<u>300.00</u>
Total	\$3948.69

A order shall issue requiring the respondents to pay the applicants repair costs and compensation of \$3948.69.

Hal Logsdon
Rental Officer