

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **HEATHER ADJUN**, 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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

HEATHER ADJUN

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 sixty three dollars and ninety three cents (\$63.93).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of eight thousand eight hundred fifty nine dollars and eighty eight cents (\$8859.88).

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of January,
2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **HEATHER ADJUN**, 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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

HEATHER ADJUN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 27, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ella Newhook, representing the applicant

Date of Decision: January 10, 2014

REASONS FOR DECISION

The premises are subsidized public housing. The respondent accepted a transfer and was moved from one unit to another on or about July 22, 2013. An inspection was conducted and numerous damages were noted. The respondent was sent an itemized list of repair costs and an invoice for repairs. The security deposit and accrued interest remained in trust and were not applied to the costs.

The respondent filed an application which was heard on October 17, 2013. She disputed the repair costs stating that she felt that some of the repairs were made necessary due to normal wear and tear. The application was dismissed because there is no provision in the *Residential Tenancies Act* whereby a tenant may dispute a repair cost unless it has been deducted from a security deposit. The respondent was advised to pay only what she agreed with and force the landlord to make an application for the repair costs. This application by the landlord now alleges that the respondent failed to make the repairs and seeks compensation for the repair costs as well as a small amount of rent arrears.

Although the respondent was personally served with a copy of the application and was sent a Notice of Attendance by registered mail, which was confirmed delivered, she failed to appear at the hearing. The hearing was held in her absence.

The applicant provided a statement of account in evidence which indicated a balance of

\$9248.81. Included in that amount are repair costs of \$9184.88 and rent arrears of \$63.93. The applicant also provided inspection reports, photographs and an itemised summary of the repairs and costs. The applicant stated that the tenant had acknowledged the original repair costs and had agreed to pay the monthly assessed rent plus an additional \$215/month until the repair costs were satisfied. The applicant provided a copy of that agreement which was made in writing on September 10, 2013. The applicant stated that, to date, the respondent had complied with the agreement.

After a careful review of the inspection reports and the photographic evidence, I find very little damage that could be attributed to normal wear and tear. The sole exception, in my opinion is the repainting of a section of fence. This area is not listed on the inspections reports and the single photograph of the fence indicates a degree of weathering. This, in my opinion, is normal wear and tear and, in my opinion, not due to any negligence by the tenant.

The inspection reports indicate that the premises were freshly painted at the commencement of the tenancy in September, 2005. I would normally consider the paint to be fully depreciated after eight years. However, the applicant testified that many of the walls had been painted in dark colours and required three coats of paint and skim coat to cover. In addition, I note that the photographs indicate a large amount of patching which is clearly tenant damage and not normal wear and tear. The applicant testified that the actual cost of the painting was \$4500 and that their charge of \$3500 reflected a reasonable degree of depreciation. I agree.

Reducing the cost of repairs by the fence paint (\$325), I find reasonable repair costs of \$8859.88.

I find the rent arrears to be \$63.93.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$63.93 and repair costs of \$8859.88.

Hal Logsdon
Rental Officer