

IN THE MATTER between **JAMES WONG**, Applicant, and **CRYSTAL RICHARDSON**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") as amended;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

JAMES WONG

Applicant/Landlord

- and -

CRYSTAL RICHARDSON

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 six thousand two hundred seventy six dollars and seventy two cents (\$6276.72).

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of October, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **JAMES WONG**, Applicant, and **CRYSTAL RICHARDSON**, 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:

JAMES WONG

Applicant/Landlord

-and-

CRYSTAL RICHARDSON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 17, 2014

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: James Wong, applicant

Date of Decision: October 6, 2014

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

The tenancy agreement between the parties was terminated on July 31, 2014 when the respondent vacated the premises. The applicant retained the security deposit (\$2080), applying it against rent arrears (\$2080), repairs to a plugged toilet (\$315), painting (\$1365), replacement of flooring (\$3806.73), replacement of bedding (\$157.50), repairs to drawers (\$250), loss of rental income (\$2080), own costs to meet with contractors (\$400) and general cleaning (\$210) resulting in a balance due of \$8584.23. The applicant sought relief in that amount.

The applicant provided inspection reports in evidence and stated that the unit was new at the commencement of the tenancy. The respondent was the first occupant. The applicant provided photographs of the premises and receipts documenting the costs of the work undertaken. The applicant testified that due to the extensive damage to the unit, he was not able to rent it until September, 2014. The rent arrears represent unpaid rent for July, 2014. A returned cheque for the July rent was provided in evidence.

The applicant stated that he decided to replace the ruined carpet with laminate flooring and estimated that the replacement of the carpet with new carpet would have cost between \$1800 and \$2000.

The photographs support the requirement for the repairs undertaken and I find the costs reasonable. I shall not consider the respondent's personal costs of \$400 as I find these to be a normal cost of overhead. I shall accept a figure of \$1900 as a reasonable estimate of what the carpet would have cost if it had been replaced with new carpet. The applicant has failed to consider the interest on the security deposit which I calculate to be \$0.78.

Applying the security deposit and accrued interest first to the rent arrears, I find reasonable repair cost of \$6276.72 calculated as follows:

Security deposit	(\$2080.00)
Interest	(0.78)
Rent arrears	2080.00
Unplug toilet	315.00
Painting	1365.00
Flooring	1900.00
Drawer repair	250.00
Bedding	157.50
Lost rent	2080.00
General cleaning	<u>210.00</u>
Total	\$6276.72

An order shall issue requiring the respondent to pay the applicant repair costs of \$6276.72.

Hal Logsdon
Rental Officer