

IN THE MATTER between **NORMAN WELLS HOUSING AUTHORITY**, Applicant,  
and **KATHLEEN MCDONALD**, 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 **NORMAN WELLS, NT**.

BETWEEN:

**NORMAN WELLS HOUSING AUTHORITY**

Applicant/Landlord

- and -

**KATHLEEN MCDONALD**

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 four thousand ninety six dollars and eighty seven cents (\$4096.87).

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of January,  
2016.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NORMAN WELLS HOUSING AUTHORITY**, Applicant,  
and **KATHLEEN MCDONALD**, 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:

**NORMAN WELLS HOUSING AUTHORITY**

Applicant/Landlord

-and-

**KATHLEEN MCDONALD**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 14, 2016

**Place of the Hearing:** Yellowknife, NT via teleconference

**Appearances at Hearing:** Amanda Galati, representing the applicant  
Janelle Butler, representing the applicant

**Date of Decision:** January 27, 2016

### **REASONS FOR DECISION**

The respondent was sent a Notice of Attendance by registered mail. At the time of the hearing there was no confirmation of delivery but Canada Post confirmed that attempted delivery occurred on December 21, 2015 and a notice was left at the address of the respondent on that date indicating where the item could be picked up. In my opinion, it is not unreasonable to deem the Notice of Attendance delivered in accordance with section 71(5) of the *Residential Tenancies Act*. 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 August 4, 2015 when the respondent vacated the rental premises. The applicant inspected the premises and completed an inspection report. The applicant was previously provided with an order for rent arrears (file #20-14685 filed on September 21, 2015) and directed to apply the retained security deposit and interest first to any necessary repair costs and then to the satisfaction of the order. The applicant now seeks an order for the following repair costs:

Lock change	54.34
Window and screen repair	129.96
General cleaning	1055.84
Electrical cover replacement	20.19
Casing repairs	253.13
Remove garbage	322.80
Patch walls and damaged baseboards	1706.16
Paint - labour and materials	<u>2956.44</u>
Total	\$6498.86

The applicant provided work orders and invoices in support of the above repairs, photographs of the premises at the end of the tenancy and the inspection reports. The applicant testified that the premises were new at the commencement of the tenancy in February, 2011 which is confirmed by the check-in inspection report.

The check-out inspection report indicates significant damage to the premises and the need for extensive cleaning. The photographs support the allegations.

In my opinion the cost of painting labour and painting materials should be depreciated to reflect the useful life of residential painting which I find to be 7 years. Therefore those costs will be adjusted to \$1055.45 calculated as follows:

$$.357 \times \$2956.44 = \$ 1055.45$$

I find the remaining costs claimed by the applicant to be reasonable.

The applicant has not included the retained security deposit in their calculations. The applicant has an order for the full amount of the rent arrears so the retained security deposit should be applied against the repair costs first as previously directed. Considering the security deposit and interest, an order shall issue requiring the respondent to pay the applicant repair costs of \$4096.87 calculated as follows:

Security deposit	(\$500.00)
Interest	(1.00)
Lock change	54.34
Window and screen repair	129.96
General cleaning	1055.84
Electrical cover replacement	20.19
Casing repairs	253.13
Remove garbage	322.80
Patch walls and damaged baseboards	1706.16
Paint - labour and materials (depreciated)	<u>1055.45</u>
Total	\$4096.87

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Hal Logsdon  
Rental Officer