

IN THE MATTER between **Marjorie Sibbald**, Applicant, and **CC Holdings Limited**,
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, **Adelle Guigon**, Rental Officer, regarding a
rental premises located within the **city of Yellowknife in the Northwest Territories**.

BETWEEN:

MARJORIE SIBBALD

Applicant/Tenant

- and -

CC HOLDINGS LIMITED

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. The application is denied.

DATED at the City of Yellowknife in the Northwest Territories this 22nd day of April
2016.

Adelle Guigon
Rental Officer

IN THE MATTER between **Marjorie Sibbald**, Applicant, and **CC Holdings Limited**,
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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 **Adelle Guigon**, Deputy Rental Officer,

BETWEEN:

MARJORIE SIBBALD

Applicant/Tenant

-and-

CC HOLDINGS LIMITED

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: April 12, 2016

Place of the Hearing: Yellowknife, Northwest Territories, by teleconference

Appearances at Hearing: Marjorie Sibbald, applicant
Marvin Zorn, representing the respondent

Date of Decision: April 22, 2016

REASONS FOR DECISION

An application to a rental officer made by Marjorie Sibbald as the applicant/tenant against CC Holdings Limited as the respondent/landlord was filed by the Rental Office December 21, 2015. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for January 29, 2016.

The applicant alleged she was not responsible for damage caused to the carpet in the rental premises and requested an order for the a refund of the costs of replacing the carpet.

A hearing was scheduled for April 12, 2016, by teleconference. Ms. Marjorie Sibbald appeared as applicant. Mr. Marvin Zorn appeared representing the respondent.

Tenancy agreement

The parties agreed and evidence was submitted establishing that a tenancy agreement was in place between CC Holdings Limited as the landlord and Marjorie Sibbald and Frank Landry as joint tenants commencing March 1, 2009. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

Issues

Section 68 of the Act sets out that an application to a rental officer must be made within six months after the alleged breach of an obligation under the Act and allows for a rental officer to consider granting an extension to the time for making an application where the rental officer is of the opinion that it would not be unfair to do so. In this instance, I was unable to consider the extension without also hearing the circumstances of the allegation.

Based on the evidence and testimony presented, I have determined the following on a balance of probabilities:

- That a walkthrough inspection of the rental premises was completed prior to the tenants moving in with Marvin Zorn and Frank Landry present, and that there were no issues with the carpets noted at that time.
- That a written inspection report was completed on July 18, 2013, with Marvin Zorn and Marjorie Sibbald present. No damages to the carpets were documented at that time, although Ms. Sibbald noted on the report an acknowledgement that the carpets required “a major clean-up” which she was taking responsibility for.
- That the tenants had pets which had caused significant unsanitary damage and staining to the carpets.
- That the toilets flooded in August 2014. The flood was stopped only when the tenant shut the water off to the toilet. The blockage was resolved with the use of a plunger. The relatively simple resolution to the problem indicates the source of the problem was not systemic and therefore not the landlord’s responsibility. Damages associated with the toilet flooding are the tenant’s responsibility to repair.
- That the tenant recognized her responsibility for the damages to the carpets and took the initiative to replace them in August 2014, thereby accepting liability for the costs to repair.

In light of the above determinations, I am not satisfied that six months from the date of occurrence is not enough time for the tenant to reconsider her liability in this matter and make an application within the time lines dictated by section 68 of the Act. In my opinion it would be unfair to grant an extension to the time for making this application. At any rate, having heard the evidence on the matter, I am satisfied the tenant is liable for the costs to repair the carpets under the circumstances. The tenant’s application for the costs incurred to replace the carpets is denied.

Adelle Guigon
Rental Officer